



108 S. Main Street
Alturas, CA 96101
(530) 233-6410 Phone

Meets First Tuesday
even-numbered months
after MCTC meeting
or about 2:15 p.m.

Board of Directors

John Dederick
Chairman
City Representative

Kathie Rhoads
Vice Chair
County Supervisor
District III

Brian Cox
Director
City Councilmember

Elizabeth Cavasso
Director
County Supervisor
District IV

Cheryl Nelson
Director
City Councilmember

Mark Moriarity
Director
County at Large Member

Ned Coe
Alternate
County Supervisor
District I

Paul Minchella
Alternate
City Councilmember

Staff

Debbie Pedersen
Executive Director

Michelle Cox
Accountant I

Tristan Holt
Assistant Secretary I

AGENDA

REGULAR MEETING

APRIL 2, 2024

Sage Stage Conference Room
108 S Main Street, Alturas

Following the MCTC meeting at or about 1:45 p.m.
Or soon thereafter

Teleconference Number (712) 451-0647

Access Code 113785

1. **Call to Order** – introductions, as needed.
2. **Public Forum** - Citizens may address the Commission with matters that are related directly to Commission responsibilities. If any matters call for action by the Commission, they will be placed on subsequent agendas. Because the Chairman may limit speakers to five (5) minutes each, citizens are encouraged to contact the Chairman or staff for assistance before the meeting.
3. **Confirm Agenda** **Action**
4. **Consent Agenda** **Action**
 - a. Approve the minutes from the 02/06/24 MTA Regular Meeting
 - b. Financial Transactions 01/01/24 through 02/29/24
 - c. Financial Year to Date Expenditures through 02/29/24
 - d. Sage Stage Operations Statistics
5. **Regular Business**
 - a. Consider awarding the Sage Stage Transit Operations and Management contract for July 1, 2024, through June 30, 2031. **Action**
 - b. Consider adopting Resolution 24-01 Fiscal Year 2024/25 Budget. **Action**
 - c. MTA Local Transportation Fund and State Transit Assistance Claim. **Action**
 - d. Cost estimates/options for employing an onsite mechanic. **Action**
6. **Staff Updates and Calendar of Events** **Information**
 - a. Staff updates
 - b. Calendar of Events
7. **Adjourn until the next regular MTA meeting**, scheduled for June 4, 2024, (Tuesday) in the Sage Stage Conference Room, 108 S. Main Street, Alturas, CA, at about 1:50 p.m., following the MCTC meeting.

Report to Modoc Transportation Agency Board Members	
Subject Consent Agenda	Meeting Date April 2, 2024
Presented by MTA Staff	Agenda Item 4

Consent Agenda - Note: Attachments shown in **bold** type.

- a. Approve the **minutes from the 02/06/24 MTA Regular Meeting**
- b. **Financial Transactions** 01/01/24 through 02/29/24 - Transactions over \$1,000

Vendor	Trans #	Amount	Explanation
A-Z Bus Sales Inc.	4075	\$148,421.89	T-22 Purchased New Bus
Kendall's Mobile Mechanic	4062	\$14,031.26	T-17 Purchased New Engine
Kendall's Mobile Mechanic	122223	\$1,087.05	T-20 Bus Stuck in Kneel Position in Shop
Kendall's Mobile Mechanic	123124	\$1,124.30	T-22 New Bus Inspection/change out fluids (brake in)
Big Dog Electric	4087	\$2,854.35	Replaced Lights & Bulbs in Office (upgrade to LED)
Kendall's Mobile Mechanic	21324	\$4,127.59	T-20 Purchased New ECU, Installed ECU, Programmed NOX Sensors & Glow Plug Module to ECU, & Schedule A Service

- c. **Financial Year to Date Expenditures** through 02/29/24
- d. **Sage Stage Operations Statistics**



MODOC TRANSPORTATION AGENCY

108 South Main, Alturas, CA 96101

Phone (530) 233-6410

MINUTES

Regular Meeting

February 6, 2024

Board Members Present

John Dederick, Chair
Kathie Rhoads, Vice Chair
Mark Moriarity
Elizabeth Cavasso
Paul Minchella (Alternate)

Representative, City of Alturas
Board of Supervisors, District III, Modoc County
County At-Large Member
Board of Supervisors, District IV, Modoc County
Councilmember, City of Alturas

Board Members Absent

Ned Coe (Alternate)
Brian Cox
Cheryl Nelson

Board of Supervisors, District I, Modoc County
Councilmember, City of Alturas
Councilmember, City of Alturas

Staff Present

Debbie Pedersen
Michelle Cox
Tristan Holt

Executive Director
Accountant 1
Assistant Secretary 1

Public Present

Cherie Clark
Kathy Grah
Kelly Babcock
Natalie Kinney

Caltrans District 2, Regional Planning Liaison
Caltrans District 2, Community & Regional Planning Chief
Caltrans District 2, Transit Coordinator
Caltrans District 2, Transportation Planner, System Planning

1. **Call to Order** – Chair Dederick called the meeting to order at 1:52 p.m. in the Sage Stage Conference Room, 108 S. Main Street, Alturas, CA.
2. **Public Forum** – There were no public comments.
3. **Confirm Agenda** – Motion by Board Member Cavasso to Confirm Agenda, seconded by Board Member Moriarity. All Ayes; motion carried.
4. **Consent Agenda-**
 - a. Approve minutes from the December 5, 2023, MTA Regular Meeting.
 - b. Approve the financial transactions from November 1, 2023, through December 31, 2023.
 - c. Approve Year to Date Expenditures.
 - d. Sage Stage Operation Statistics.

Motion by Board Member Rhoads to approve Consent Agenda, seconded by Board Member Moriarity. All Ayes; motion carried.

5. Regular Business

- a. Ratify the Financial Committee's action to approve a new motor for T-17 costing \$17,331.26. Pedersen reported the Finance Committee met and approved replacing the motor on T-17. The motor has been ordered and paid for; the remaining labor charges will follow completion of the repair work.

Motion by Board Member Cavasso to ratify the Financial Committee's action to approve a new motor for T-17 costing \$17,331.26, seconded by Board Member Moriarity. All Ayes; motion carried.

- b. Review the rental contract for 112 N. Main Street.

Annually, the Board reviews the Western Consumer Price Index (CPI) to determine if rent should be increased at 112 N Main Street. The CPI for 2023 rose 3.6%. The increase would raise the rent to \$497.00 per month starting March 2024.

Motion by Board Member Cavasso to review and increase the rental contract for 112 N. Main Street, seconded by Board Member Minchella. All Ayes; motion carried.

- c. Update regarding the Request for Proposals for Sage Stage Transit Operations and Management. Pedersen reported we have received a proposal from Transdev. The review committee will meet and proceed with negotiations. The final contract will be on the April 2, 2024, meeting agenda for Board approval.

- d. T-22 was delivered; T-23 has been ordered.

Pedersen announced bus T-22 was delivered January 18, 2024. Bus T-23 has been ordered and should be delivered before winter.

Motion made by Board Member Cavasso to accept the delivery of bus T-22, seconded by Board Member Minchella. All Ayes; motion carried.

6. System Update, Communications, and Calendar

- a. Staff Update

Unfortunately, the new driver we had in training did not pass his background check. We will continue to recruit new drivers.

- b. Calendar – consider future dates and events of interest:

02/19/24 Presidents' Day Holiday; Office Closed- No Bus Service

04/02/24 MTA Meeting following the MCTC Meeting

7. Adjournment

Motion to adjourn by Board Member Moriarity at 2:08 p.m. seconded by Board Member Minchella. All Ayes, motion carried. The next regular meeting will be Tuesday, April 2, 2024, in the Sage Stage Conference Room, 108 S. Main Street, Alturas at 1:50 p.m. or soon thereafter.

Submitted by,

Michelle Cox
Accountant 1

Report to Modoc Transportation Agency Board Members	
Subject Regular Business	Meeting Date April 2, 2024
Presented by MTA Staff	Agenda Item 5

Items with attachments, shown in **bold**:

- a. Consider adopting **Resolution 24-01 Fiscal Year 2024/25 Budget.** *Action*

- b. Consider awarding the **Sage Stage Transit Operations and Management contract for July 1, 2024, through June 30, 2031.** *Action*

Staff recommends awarding the 7-year contract to Transdev and authorizing the Executive Director to sign the contract.

- c. **MTA Local Transportation Fund and State Transit Assistance Claim.** *Action*

- d. Cost estimates/options for employing an onsite mechanic. *Action*

A notice was published in the Modoc Record March 11 and 18, 2024 for an on-call mechanic for the buses. Proposals are due March 29, 2024. No one has called asking questions, to date.

Mark Elias, Transdev provided some costs for a tech or lead mechanic – annual salary would be \$65-\$85k per year, prior to benefits. The minimum requirements to establish a shop, based on a new set-up, would be approximately \$29,686.50; we would need to research City requirements for having a shop to see if there are additional requirements. He also provided a cost estimate for parts based on the age of our buses – T-17 cost is \$.28/mile; T-18 and 19 cost is \$.25/mile; T-20 is \$.23/mile; T-21 is \$.19/mile; and T-22 is \$.09/mile. Each bus averages 26,500 per year.

Highway Garage (McArthur) – indicated that they only have 3 mechanics and the shop isn't set up to work on buses.

Hall Motors (Lakeview) – will have an update at the meeting.

Transdev proposed costs by year

24/25	25/26	26/27	27/28	28/29	Opt yr 1* 29/30	Opt yr 2* 30/31	Total
\$ 334,469.28	\$ 350,238.24	\$ 366,821.16	\$ 385,541.60	\$ 401,826.60	\$ 419,862.12	\$ 440,108.52	\$ 2,698,867.52

*Option years shall not exceed 90% of the annual percent increase of the US City Average Consumer Price Index for the most recently concluded calendar year (contract provision)

Current contract with First Transit/Transdev

19/20	20/21	21/22	22/23	23/24
\$247,683.84	\$255,992.28	\$262,155.84	\$271,711.68	\$284,400.00

17.5% increase from this year

SAGE STAGE TRANSIT SYSTEM MANAGEMENT and OPERATIONS

This AGREEMENT for management of the Sage Stage Transit System, hereinafter referred to as "SAGE STAGE," is made and entered into on _____ (month/day) of 2024 by and between the Modoc Transportation Agency, hereinafter referred to as "MTA" and Transdev, hereinafter referred to as "CONTRACTOR".

WITNESSETH

The MTA has determined that it requires management, operations, and maintenance services for its SAGE STAGE public transit system; and

The CONTRACTOR has represented that it has the necessary expertise and personnel and is qualified to perform such services;

It is mutually understood and agreed as follows:

1. COMPLETE AGREEMENT

This AGREEMENT and the attachments and documents incorporated herein constitute the complete and exclusive statement of the terms of the AGREEMENT between the MTA and the CONTRACTOR and it supersedes all prior representations, understanding and communications. The invalidity in whole or in part of any provision of this AGREEMENT shall not affect the validity of other provisions. MTA's failure to insist in one or more instances upon the performance of any term or terms of this AGREEMENT shall not be construed as a waiver or relinquishment of MTA's right to such performance by CONTRACTOR.

2. MTA DESIGNATED REPRESENTATIVES

The Executive Director or his/her designee shall have the authority to act for and exercise any of the rights of the MTA as set forth in this AGREEMENT, after the authorization of the Modoc Transportation Agency.

3. EMPLOYMENT OF THE CONTRACTOR

MTA hereby engages the CONTRACTOR, and the CONTRACTOR agrees to perform the services, hereinafter described in connection with the management, operation, and maintenance of the SAGE STAGE public transit system.

4. INDEPENDENT CONTRACTOR

The CONTRACTOR'S relationship to MTA in performance of this agreement is that of an independent contractor. The personnel performing services under this AGREEMENT shall at all times be under CONTRACTOR'S exclusive direction and control and shall be employees of CONTRACTOR and not employees of MTA. CONTRACTOR shall pay all wages, salaries, and other amounts due its employees in connection with this AGREEMENT and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers compensation insurance, and similar matters. CONTRACTOR shall notify its employees by written notice that any and all obligations in connection with their employment are those of the CONTRACTOR and not of the MTA.

5. SCOPE OF WORK

Subject only to the general policies and direction of the MTA with regard to SAGE STAGE management and operations, and to the provisions and requirements of this AGREEMENT, CONTRACTOR shall, upon receiving MTA's notice to proceed, do all things necessary to supervise and operate the SAGE STAGE system (excluding vehicle maintenance and fuel), including but not limited to providing project management; day-to-day operation of SAGE STAGE vehicles; employment and supervision of all personnel including supervisors, vehicle operators, dispatchers; operation of training and safety programs; assisting in public relations and promotions; preparation of reports and analyses of financial and other matters; clerical, statistical, and bookkeeping services; expert management; preparation for Federal Motor Carrier and other

agency inspections; FTA Drug & Alcohol MIS reporting and such other work as may be necessary in connection with the operation of the SAGE STAGE public transit system in accordance with EXHIBIT "A" - SCOPE OF WORK attached hereto.

6. CHANGES IN SCOPE OF WORK

It is understood and agreed by the MTA and CONTRACTOR that it may be necessary, from time to time during the term of this AGREEMENT, to modify its provisions or to revise the scope and/or extent of SAGE STAGE system operations.

6.1 Amendment

In each such instance, MTA and CONTRACTOR shall consult with each other and shall come to a mutually acceptable agreement as to the nature of the required modification or revision desired. Each modification or revision required shall be reduced to writing, and when appropriately executed by both parties, shall constitute an amendment to this AGREEMENT. Each amendment will be identified and sequentially numbered as "Amendment NO. 1" and so forth, shall be subject to all of the other applicable provisions of this AGREEMENT, and shall be attached to EXHIBIT "B", entitled "APPROVED AMENDMENTS - SAGE STAGE AGREEMENT." Until an amendment has been approved in the foregoing manner, it shall have no force or effect.

6.2 Minor Changes

Notwithstanding the above, MTA without invalidating the AGREEMENT may from time to time order minor changes in the scope and/or extent of SAGE STAGE public transit system operations involving routes, service area boundaries, schedules, operating hours, bus stop locations, and so forth to respond to demand, special events and other occurrences without requiring an amendment pursuant to this ARTICLE, provided that such changes do not result in a change in the number of annual vehicle revenue hours of more than twenty-five percent (25%). Such changes shall be made by written sequentially numbered change order.

7. INDEMNIFICATION

CONTRACTOR shall indemnify and hold harmless the MTA, its officers, officials, agents, employees, volunteers and assigns from and against any and all claims, damages, losses, and expenses including attorney's fees and other costs of defense arising out of or alleging to arise out of the performance of the work described herein, caused in whole or in part by any negligent act of omission of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused solely by the active negligence, sole negligence, or willful misconduct of the MTA.

This indemnity and hold harmless provision, insofar as it may be adjudged to be against public policy, shall be void and unenforceable only to the minimum extent necessary so that the remaining terms of this indemnity and hold harmless provision may be within public policy and enforceable.

8. MOTOR CARRIER AND US DOT NUMBER, INSURANCE, BONDS, PERFORMANCE GUARANTEE

8.1 Motor Carrier and US DOT numbers and Insurance

With respect to performance of work under this AGREEMENT, CONTRACTOR shall provide a valid US DOT and Motor Carriers number for operating Sage Stage services. In addition, CONTRACTOR shall secure and maintain, and shall require all of its subcontractors to maintain, insurance as described below:

- 8.1.1 **WORKER’S COMPENSATION INSURANCE** with statutory limits, and **EMPLOYER’S LIABILITY INSURANCE** with limits of not less than one million dollars (\$1,000,000) per occurrence.
- 8.1.2 **COMPREHENSIVE GENERAL LIABILITY INSURANCE** with a combined single limit of not less than five million dollars (\$5,000,000) per occurrence. Such insurance shall include products/ completed operations liability, owner’s and contractor’s protection, blanket contractual liability, broad form property damage coverage, and explosion, collapse and underground hazard coverage. Such insurance shall name the MTA, its appointed and elected officials, officers, employees, volunteers, agents and assigns as additionally insured; (2) be primary with respect to any insurance or self-insurance programs maintained by the MTA; and (3) contain standard cross liability provisions. Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
- 8.1.3 **COMMERCIAL AUTOMOBILE LIABILITY INSURANCE** with a combined single limit of not less than \$5,000,000 (FIVE MILLION DOLLARS) per occurrence. Such insurance shall (1) include coverage for owned, leased, hired and non-owned automobiles; (2) include Uninsured Motorist and Personal Injury Protection with coverage limits as required by law, (3) include Medical Payments with coverage limits of at least \$1,000 per occurrence, (2) name the MTA, its elected and appointed officials, officers, employees, volunteers, agents and assigns as additionally insured; (3) be primary for all purposes; and, (4) contain standard cross liability provisions. Coverage shall be at least as broad as Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
- 8.1.4 **AUTOMOBILE COLLISION AND COMPREHENSIVE INSURANCE COVERAGE** for the actual cash value of MTA vehicles. Such insurance shall (1) contain deductibles of not more than five thousand dollars (\$5,000), and (2) shall name the MTA as loss payee. The CONTRACTOR shall be responsible for all deductibles. In case of damage or destruction of any vehicle or vehicles provided by MTA under the terms of this Agreement, MTA agrees that liability for CONTRACTOR shall be limited to the appraised fair market value of the vehicle(s) at the time of the loss. CONTRACTOR and MTA agree that the appraised fair market value shall be that value established by an appraiser or appraisers as mutually agreed upon.
- 8.1.5 **ALL INSURANCE** shall contain the following provisions:
- a) Coverage shall be on an “occurrence” basis.
 - b) If Commercial General Liability or another form with a general aggregate is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate amount shall be twice the required occurrence limit.
 - c) The Liability Policy must cover personal injury as well as bodily injury.
 - d) The Liability policy shall include a cross-liability or severability of interest endorsement.
 - e) Broad form property damage liability must be afforded.
 - f) CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates or endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.
 - g) Insurance shall be placed with insurers with a current A.M. Best rating of no less than A: VII.
 - h) Policies shall name MTA, its officers, officials, agents, Reno Tahoe International Airport, Redding Area Bus Authority, the City of Alturas, employees, volunteers, and assigns as insureds under any policy, and the policy shall stipulate that this insurance shall operate as primary insurance and that no other insurance effected by

insured will be called upon to contribute to a loss covered there under.

CONTRACTOR shall furnish properly executed Certificates of Insurance from insurance companies acceptable to MTA and signed copies of the specified endorsements for each policy prior to commencement of work under this AGREEMENT.

Such documentation shall clearly evidence all coverages required above including specific evidence of separate endorsements naming the MTA and shall provide that such insurance shall not be materially changed, terminated, or allowed to expire except after 30 days prior written notice by certified mail, return receipt requested, has been given to the MTA.

The MTA reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

Such insurance shall be maintained from the time work first commences until completion of the work under this AGREEMENT. CONTRACTOR shall replace such certificates for policies expiring prior to completion of work under this AGREEMENT.

If CONTRACTOR, for any reason, fails to maintain insurance coverage, which is required pursuant to this AGREEMENT, the same shall be deemed a material breach of contract. MTA, at its sole option, may terminate this AGREEMENT and obtain damages from the CONTRACTOR resulting from said breach. Alternatively, MTA may purchase such required insurance coverage, and without further notice to CONTRACTOR, MTA may deduct from sums due to CONTRACTOR any premium costs advanced by MTA for such insurance.

8.2 Fidelity Bond

The CONTRACTOR shall secure for its employees a Fidelity Bond protecting the MTA from employee theft up to the amount of ten thousand dollars (\$10,000) for any one occurrence. Such Fidelity Bond shall name MTA as loss payees with respect to amounts claimed there under arising out of CONTRACTOR's performance under this AGREEMENT. CONTRACTOR shall provide the MTA a copy of said bond accompanied by proof of payment for same.

8.3 Performance Guarantee

CONTRACTOR shall perform no services pursuant to this agreement, nor be entitled to compensation therefore, unless and until CONTRACTOR submits a bond or other acceptable surety to MTA for use of MTA, such bond executed by CONTRACTOR and a surety company licensed to do business in the State of California, such bond in the amount of 20 percent of annual contract cost, and which shall at all times be kept in full force and effect. The condition of such bond shall be that CONTRACTOR shall fully and faithfully perform all conditions and covenants of this AGREEMENT or that the face amount of such bond shall be forfeited to MTA. The bond may be a renewable one-year bond and shall be renewed annually before its expiration date; provided, however, that such bond must remain in full force and effect from and after the date MTA makes any demands for payment on the bond until the MTA releases such claim. Provision of such bond or its equivalent, approved by the MTA, is a material covenant of this AGREEMENT. MTA shall not approve any security that is not unconditionally payable to MTA upon MTA demand.

9. PAYMENT

MTA agrees to pay CONTRACTOR for the performance of services set forth in this AGREEMENT as follows:

9.1 Price Formula

CONTRACTOR shall invoice MTA for actual expenses incurred in the performance of this Agreement plus a management fee as defined below.

- a) Labor – CONTRACTOR shall bill actual labor costs, directly traceable to CONTRACTOR payroll registers and timecards, indicating hourly rate and number of hours paid for each

employee during the calendar month.

- b) Payroll Taxes – CONTRACT shall bill an amount to cover actual payroll taxes as required by State and Federal regulations: OASDI (FICA), Medicare, SUI, and FUI.
- c) Worker's Compensation – CONTRACTOR shall bill an amount, based on percent of labor costs, for worker's compensation insurance, benefits, and claims as specified in Section 8.1.1 of the Agreement.
- d) Automobile and Liability Coverage – CONTRACTOR shall bill MTA an agreed upon rate for vehicle insurance, liability coverage and claims as specified in Sections 8.1.2 through 8.1.5 of the Agreement. CONTRACTOR is responsible for all legal fees, claims, and costs in conjunction with these insurance requirements.
- e) Management/Additional Expenses – CONTRACTOR shall identify costs of management and or additional expenses, which are directly traceable to payment registers and actual bills/receipts paid by CONTRACTOR.
- f) Profit - CONTRACTOR shall identify the percent profit margin and define the items the profit margin applies to.

9.2 Fuel

The MTA shall pay direct costs to selected vendors for fuel and lubricants.

9.3 Vehicle Maintenance and Repairs

The MTA shall maintain vehicles in accordance with California Highway Patrol General Public Paratransit Vehicle and Department of Transportation maintenance requirements and shall pay costs directly to selected vendors for vehicle maintenance and repairs.

9.4 Statistics, Invoice and Payment

9.4.1 Statistics

MTA shall submit the following statistics to the CONTRACTOR by respective due dates:

- 1) Timesheets for CONTRACTOR employees on or before the Monday following each bi-weekly pay period;
- 2) Cumulative revenue miles and driver hours per service type within five (5) days of month end;
- 3) Odometer readings per vehicle at end of last service day of month by first business day of next month.

9.4.2 Invoice

CONTRACTOR shall submit electronically to the MTA within five (5) days of documentation receipt. Said invoice shall itemize CONTRACTOR's full and complete performance hereunder for the previous monthly period. Further, the CONTRACTOR shall submit an original invoice, signed by the CONTRACTOR Project Manager, with copies of payment registers and/or detailed bills from vendors paid by CONTRACTOR during said month. Invoice and supporting materials shall be submitted to:

**Modoc Transportation Agency
108 S. Main Street
Alturas, CA 96101
Attention: Executive Director**

9.4.3 Payment

MTA shall pay all reasonable and allowable items on CONTRACTOR invoice within 21 days following receipt of the electronic invoice. The MTA may withhold payment that it believes was improper, failed to meet specifications, or otherwise questionable.

9.5 Liquidated Damages

1. CONTRACTOR and MTA acknowledge and agree that MTA may suffer substantial damage in the event the CONTRACTOR acts or fails to act in the manner set forth in items 1 through 5 of this section. The amount of the damage is difficult, if not impossible, to ascertain due to the nature of this Agreement and the nature of such damages. Accordingly, the parties hereto have determined to establish the provision of this Section as MTA's compensation for damages for such acts or failures to act, and not as a penalty, and further agree that such damages are reasonable. MTA may assess liquidated damages as follows for CONTRACTOR's act(s) or failure(s) to act:
2. Two thousand dollars (\$2,000) per incident that CONTRACTOR receives an unsatisfactory rating from the California Highway Patrol (CHP) based on the annual CHP terminal inspection of CONTRACTOR's location.
3. Twenty-five dollars (\$25) per incident for each occurrence up to a maximum of \$100 per day that a fixed route (intercity) driver fails to call major bus stops in accordance with 49 CFR Part 37 - Transportation Services for Individuals with Disabilities (ADA). For purposes of this section, major bus stops shall be defined as any transfer point, major intersection, or destination point.
4. Fifty dollars (\$50) per incident for each occurrence that a scheduled departure from a bus route origination point is a missed run based on the definition established under EXHIBIT A - SCOPE OF WORK, SECTION 2.5.
5. One hundred dollars (\$100) per quarter that CONTRACTOR fails to obtain an on-time performance level of ninety-five percent (95%) or better for SAGE STAGE intercity bus routes based on the standards set forth under EXHIBIT A - SCOPE OF WORK, SECTION 2.5.
6. One hundred dollars (\$100) per quarter that CONTRACTOR fails to obtain an on-time performance level of ninety-five percent (95%) or better for the Intercity Reservation Reliability based on the standards set forth under EXHIBIT A - SCOPE OF WORK, SECTION 2.5.
7. One hundred dollars (\$100) per quarter that CONTRACTOR fails to obtain an on-time performance level of ninety-five percent (95%) or better for Local Bus Reservation Reliability based on the standards set forth under EXHIBIT A - SCOPE OF WORK, SECTION 2.5.

Liquidated damages will not be assessed sooner than three months after the initiation of services under this Agreement. Liquidated damages will be assessed after observation of the incident by MTA, one of its authorized monitors, or after a complaint verified by a third party. MTA will deduct liquidated damages from payment of CONTRACTOR invoice. Where appropriate, determination of liquidated damages shall be based on sampling methods mutually agreed to by MTA and the CONTRACTOR. The determination of whether to assess liquidated damages shall be at the sole discretion of the MTA and shall not be subject to discussion or mediation by the CONTRACTOR.

MTA shall be entitled to take such other legal remedies as may be appropriate for such acts or failures to act, including but not limited to termination of this Agreement.

10. OPERATING REVENUES

All operating revenues collected by CONTRACTOR are the property of MTA. For the purposes of this AGREEMENT, operating revenues shall include but not necessarily be limited to farebox receipts and pass sales revenue. CONTRACTOR shall be responsible for handling farebox receipts and pass sales revenues in the manner discussed in the attached EXHIBIT "A", Scope of Work, and as necessary for MTA to meet the requirements of State and Federal funding sources.

11. TERM OF AGREEMENT

11.1 Base Term

This AGREEMENT shall become effective July 1, 2024, and shall continue in full force and

effect through June 30, 2029, unless earlier terminated as herein provided.

11.3 Option Term

In consideration of the herein AGREEMENT, CONTRACTOR hereby grants the below option, exercisable in writing at MTA's sole election, anytime on or before the date specified herein and as follows:

- A. Description - MTA may extend the service provided by CONTRACTOR under this AGREEMENT for up to two option periods of one year duration.
- B. Price – The Monthly Billing rates shall be arrived at upon the basis of actual personnel costs, insurance costs, plus the profit and management fee. Increases to the insurance, management fee and profit shall not exceed ninety percent (90%) of the annual percent increase of the US City Average Consumer Price Index for the most recently concluded calendar year. The personnel costs are derived from salaries and holidays designated by the MTA and as established by State and Federal employee costs.
- C. Option Exercise Dates: On or before April 1, 2029, for Option Year 1, and on or before April 1, 2030, for Option Year 2.

It is mutually understood and agreed that all work performed, and services provided under the exercised option shall be in strict compliance with all the requirements of this AGREEMENT as such may be amended from time to time by mutual agreement.

It is mutually understood and agreed that MTA is under no obligation whatsoever to exercise this option and that no representations have been made by MTA committing it to such exercise of this option, and that MTA may procure any such option requirements elsewhere. Such option exercise may be by amendment hereto or by issuance of a new AGREEMENT.

12. TERMINATION

Additional Termination Provisions

- A. Termination for Convenience (General Provision). When it is in the MTA's best interest, the MTA reserves the right to terminate this Contract, in whole or in part, at any time by providing a TEN (10) DAY WRITTEN NOTICE to the CONTRACTOR. The CONTRACTOR shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. The CONTRACTOR shall promptly submit its termination claim to the MTA. If the CONTRACTOR has any property in its possession belonging to the MTA, the CONTRACTOR will account for the same, and dispose of it in the manner the MTA directs.
- B. Termination for Default (General Provision). If the CONTRACTOR does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the CONTRACTOR fails to perform in the manner called for in the contract, or if the CONTRACTOR fails to comply with any other provisions of the contract, the MTA may terminate this contract for default. Termination shall be affected by serving a notice of termination on the CONTRACTOR setting forth the way the CONTRACTOR is in default. The CONTRACTOR will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the MTA that the CONTRACTOR had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the CONTRACTOR, the MTA, after setting up a new delivery of performance schedule, may allow the CONTRACTOR to continue work, or treat the termination as a termination for convenience.

- C. Mutual Termination. The PROJECT may also be terminated if the MTA and the CONTRACTOR agree that its continuation would not produce beneficial results commensurate with the further expenditure of funds or if there are inadequate funds to operate the PROJECT equipment or otherwise complete the PROJECT.

12.2 Compensation Upon Termination

Should this AGREEMENT be terminated by MTA, MTA shall be liable for costs and fees as specified under Paragraph 9.1 - Price Formula accrued to date of termination, and for all other reasonable, allowable, and documented costs incurred by CONTRACTOR to terminate its activities under the AGREEMENT through the effective date of termination. MTA and CONTRACTOR shall mutually agree upon a settlement claim for any long-term obligations that CONTRACTOR entered into to provide the services specified in the AGREEMENT. Thereafter, CONTRACTOR shall have no further claims against MTA under this AGREEMENT.

Should this AGREEMENT be terminated by CONTRACTOR, MTA shall be liable for costs and fees as specified under Paragraph 9.1 - Price Formula accrued to date of termination and CONTRACTOR shall have no further obligation under this AGREEMENT after date of termination.

12.3 MTA Remedies On Breach

Notwithstanding anything to the contrary herein, it is understood and agreed that in the event of failure by CONTRACTOR to perform services required by this AGREEMENT, in addition to all other remedies, penalties and damages provided by law, the MTA may provide such services, and deduct the cost of doing so from the amounts due or to become due to the CONTRACTOR. The costs to be deducted shall be the actual costs to MTA to provide such service.

12.4 Transition to Future Contractor

For up to sixty (60) days following the effective date of the termination or expiration of this agreement, CONTRACTOR shall provide to either the MTA or any future CONTRACTOR selected by MTA, CONTRACTOR's full cooperation in the transition to the successor CONTRACTOR. This shall include, as a minimum, consultation regarding labor and management issues (including a delineation of wages and benefits by employee category), access to non-confidential personnel files.

CONTRACTOR shall release all telephone numbers and any sequential rollover numbers, if applicable, to the new operator. CONTRACTOR shall provide its best professional effort to assure a smooth transition from CONTRACTOR's services to the new provider's services and shall cooperate fully with the MTA and the new provider to this end.

13. ADMINISTRATION

13.1 Control

- A. Contractor shall render all services under this Agreement in a manner consistent with the policies of the MTA. Modification of existing policies or adoption of new policies during the term of this AGREEMENT which affects CONTRACTOR's performance of services shall be treated as changes pursuant to Section 6 - Changes in Scope of Work herein.
- B. MTA shall not interfere with the management of CONTRACTOR's normal business affairs and shall not attempt to directly discipline or terminate CONTRACTOR employees. MTA may advise CONTRACTOR of any employee's inadequate performance that has a negative effect on the service being provided, and CONTRACTOR shall take prompt action to remedy the situation. In extreme and/or repetitive cases, MTA may demand removal of a CONTRACTOR employee.
- C. MTA reserves the right to change service design, rider rules, fares, and schedules with the guidance/ expert-involvement of the CONTRACTOR.

13.2 Force Majeure

Neither party shall be held responsible for losses, delays, failure to perform, nor excess costs caused by events beyond the control of such party. Such events may include, but are not

restricted to, the following: acts of God, fire, epidemics, earthquake, flood, or other natural disaster; strikes, war or civil disorder, road closures, or unavailability of fuel.

CONTRACTOR shall not be entitled to compensation for any service, the performance of which is excused by this paragraph.

If CONTRACTOR is unable to provide the services indicated due to any cause, CONTRACTOR shall make reasonable attempt to notify the public including notification to local radio stations, and if appropriate, local newspapers and television stations.

Whenever CONTRACTOR has knowledge that any actual or potential force majeure may delay or prevent performance of the AGREEMENT, CONTRACTOR, on a timely basis, shall notify MTA of the fact, and thereafter shall report to MTA all relevant information then known to CONTRACTOR, and shall continue to so report.

14. FEDERAL AID REQUIREMENTS

14.1 Audit; Retention of Records

A. No Federal Government Obligation to Third Parties.

The CONTRACTOR agrees that, absent of the Federal Government's express written consent, the Federal Government shall not be subject to any obligations or liabilities to any contractor, any third-party contractor, or any other person not a party to the Grant Agreement in connection with the performance of the PROJECT. Notwithstanding any concurrence provided by the Federal Government in or approval of any solicitation, or third-party agreement, the Federal Government continues to have no obligation or liabilities to any party, including the CONTRACTOR or third-party contractor.

B. Third-Party Contracts and Sub-agreements Affected.

To the extent applicable, federal requirements extend to third-party contractors and their contracts at every tier, and to the sub-agreements of third-party contractors and the sub-agreements at every tier. Accordingly, the CONTRACTOR agrees to include, and to require its third-party contractors to include appropriate clauses in each third-party contract and each sub-agreement financed in whole or in part with financial assistance provided by the FTA.

C. Third-Party Contracts and Sub-agreements Affected.

To the extent applicable, federal requirements extend to third-party contractors and their contracts at every tier, and to the sub-agreements of third-party contractors and the sub-agreements at every tier. Accordingly, the CONTRACTOR agrees to include, and to require its third-party contractors to include appropriate clauses in each third-party contract and each sub-agreement financed in whole or in part with financial assistance provided by the FTA.

D. No Relationship between the California Department of Transportation and Third-Party Contractors.

Nothing contained in this Contract or otherwise, shall create any contractual relationship, obligation or liability between the California Department of Transportation and any third-party contractors, and no third-party contract shall relieve the CONTRACTOR of his responsibilities and obligations hereunder. The CONTRACTOR agrees to be fully responsible to the MTA for the acts and omissions of its third-party contractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONTRACTOR. The CONTRACTOR'S obligation to pay its third-party contractors is an independent obligation from the MTA to make payments to the CONTRACTOR. As a result, the California Department of Transportation shall have no obligation to pay or to enforce the payment of any money to any third-party contractor.

E. No Relationship between the California Department of Transportation and Third-Party Contractors.

Nothing contained in this Contract or otherwise, shall create any contractual relationship, obligation or liability between the California Department of Transportation and any third-party contractors, and no third-party contract shall relieve the CONTRACTOR of his responsibilities and obligations hereunder. The CONTRACTOR agrees to be fully responsible to the MTA for the acts and omissions of its third-party contractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONTRACTOR. The CONTRACTOR'S obligation to pay its third-party contractors is an independent obligation from the MTA's obligation to make payments to the CONTRACTOR. As a result, the California Department of Transportation shall have no obligation to pay or to enforce the payment of any money to any third-party contractor.

- F. Obligations on Behalf of the California Department of Transportation.
The CONTRACTOR shall have no authority to contract for or on behalf of or incur obligations on behalf of the California Department of Transportation.
- G. Obligations on Behalf of the California Department of Transportation.
The CONTRACTOR shall have no authority to contract for or on behalf of or incur obligations on behalf of the California Department of Transportation.
- H. MTA Approval of Sub-agreements.
The MTA shall approve in writing all proposed Sub-agreements, Memorandums of Understanding (MOU), or similar documents relating to the performance of the Contract prior to implementation. The CONTRACTOR agrees that it will not enter into any Sub-agreements unless the same are approved in writing by the MTA. Any proposed amendments or modifications to such Sub-agreements must be approved by the MTA prior to implementation.

Program Fraud and False or Fraudulent Statements or Related Acts

- A. The CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. Section 3801 et seq. and US Department of Transportation regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this PROJECT. Upon execution of an underlying contract, the CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, and pertaining to the underlying contract or the federally assisted PROJECT for which this contracted work is being performed. In addition to other penalties that may be applicable, the CONTRACTOR further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 in the CONTRACTOR to the extent the Federal Government deems appropriate.
- B. The CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a PROJECT that is financed in whole or in part with federal assistance originally awarded by the FTA under the authority of 49 U.S.C. Section 5307, the Government reserves the right to impose the penalties of 18 U.S.C. Section 1001 and 49 U.S.C. Section 5307(n)(1) on the CONTRACTOR, to the extent the Federal Government deems appropriate.
- C. The CONTRACTOR agrees to include the above two clauses in each sub-agreement financed in whole or in part with Federal Assistance provided by the California Department of Transportation. It is further agreed that these clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Record Keeping and Access to Records

The CONTRACTOR and all subcontractors shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of this Contract. All parties shall make such materials available at their respective offices at all reasonable times during the performance

and for three (3) years from the date of final payment under this Contract and all sub-agreements. The MTA, the California Department of Transportation, the State Auditor General, and any duly authorized representative of the Federal government shall have access to any books, records, and documents of the CONTRACTOR and its subcontractors that are pertinent to this Contract of audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. The CONTRACTOR shall include a clause to this effect in every sub-agreement entered into relative to the PROJECT.

Accounting Records

The CONTRACTOR shall establish and maintain separate accounting records and reporting procedures specified for the fiscal activities of the PROJECT. The CONTRACTOR'S accounting system shall conform to generally accepted accounting principles (GAAP) and uniform standards that may be established by the California Department of Transportation. All records shall provide a breakdown of total costs charged to the PROJECT including properly executed payrolls, time records, invoices, and vouchers.

Federal Changes, Amendments to State, and Local Laws, Regulations, and Directives

The terms of the most recent amendments to any federal, State, or local laws, regulations, FTA directives, and amendments to the grant or cooperative contract that may be subsequently adopted, are applicable to the PROJECT to the maximum extent feasible, unless the California Department of Transportation provides otherwise in writing.

Civil Rights (Title VI, EEO, & ADA)

During the performance of this Contract, the CONTRACTOR its assignees and successors in interest, agree to comply with all federal statutes and regulations applicable to grantee sub-recipients under the Federal Transit Act, including, but not limited to the following:

A. Race, Color, Creed, National Origin, Sex.

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. Section 2000e, and federal transit law at 49 U.S.C. Section 5332, the CONTRACTOR Agrees to comply with all applicable equal employment opportunity (EEO) requirements of the U.S. Department of Labor (U.S. DOL) regulations, "Office of Labor," 41 CFR Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. Section 2000e note), and with any applicable federal statutes, executive orders, regulations, and federal policies that may in the future affect construction activities undertaken in the course of the PROJECT. The CONTRACTOR agrees to take affirmative action to ensure that applicants are employed, and that agrees to take affirmative action to ensure that applicants are employed, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection from training, including apprenticeship. In addition, the CONTRACTOR agrees to comply with any implementing requirements of the California Department of Transportation regarding any issue.

B. Nondiscrimination.

The CONTRACTOR, with regard to the work performed by it during the contract term, shall act in accordance with Title VI. Specifically, the CONTRACTOR shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. Department of Transportation's Regulations, including employment practices when the Contract covers a program whose goal is employment. Further, in accordance with Section 102 of the Americans with Disabilities Act (ADA), as amended, 42 U.S.C. Section 12112, the CONTRACTOR agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining

to employment of persons with disabilities. In addition, the CONTRACTOR agrees to comply with any implementing requirements the California Department of Transportation may issue.

C. Solicitations for Subcontractors Including Procurements of Materials and Equipment.

In all solicitations, either by competitive bidding or negotiation by the CONTRACTOR for work performed under a sub-agreement, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the CONTRACTOR of the subcontractor's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports.

The CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the MTA or the California Department of Transportation to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish the information, the CONTRACTOR shall certify to the MTA or the California Department of Transportation as appropriate and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance.

In the event of the CONTRACTOR'S noncompliance with the nondiscrimination provisions of the Contract, the MTA shall:

1. Withholding of payment to the CONTRACTOR under the Contract until the CONTRACTOR complies, and/or
2. Cancellation, termination, or suspension of the Contract, in whole or in part.

F. Incorporation of Provisions.

The CONTRACTOR shall include the provisions of these paragraphs A through F in every sub agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The CONTRACTOR will take such action with respect to any subcontractor or procurement as the MTA or the California Department of Transportation may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such directions, the CONTRACTOR may request the MTA to enter into such litigation to protect the interest of the MTA, and, in addition, the CONTRACTOR may request the California Department of Transportation to enter into such litigation to protect the interests of the California Department of Transportation.

Incorporation of FTA Terms

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any California Department of Transportation requests which would cause the California Department of Transportation to be in violation of the FTA terms and conditions. The CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any MTA requests which would cause the MTA to be in violation of the FTA terms and conditions.

Energy Conservation

The CONTRACTOR agrees to comply with the mandatory energy efficiency standards and policies within the applicable California Department of Transportation energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42, U.S.C. Section 6321 et seq.

14.2 Prohibition on certain telecommunications and video surveillance services or equipment.

AWARDING AGENCY is prohibited from obligating or expending loan or grant funds to:

- A. Procure or obtain;
- B. Extend or renew a contract to procure or obtain; or
- C. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - 1. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - 2. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - 3. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- D. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- E. CONTRACTOR represents and warrants that it has performed a due diligence review of its supply chain and that no such “covered telecommunications equipment or services” shall be provided to the AWARDING AGENCY that would cause the AWARDING AGENCY to be in violation of the prohibition contained in the Act.

14.3 Legal Matters Concerning a Covered Transaction

If a current or prospective legal matter that may affect the Federal Government or STATE emerges, the AWARDING AGENCY must promptly notify the STATE. The AWARDING AGENCY must include a similar notification requirement in its Third Party Agreements and must require each CONTRACTOR to include an equivalent provision in its subagreements at every tier, for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.220.

The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government or STATE as a party to litigation or a legal disagreement in any forum for any reason.

Matters that may affect the Federal Government or STATE include, but are not limited to, the Federal or STATE Government’s interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal or STATE Government’s administration or enforcement of federal laws, regulations, and requirements.

The AWARDING AGENCY must promptly notify the STATE, if the AWARDING AGENCY has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct involving FY2020 Contractors Manual – Procurement 9-49 federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the AWARDING AGENCY and STATE, or an agreement involving a principal, officer, employee, agent, or CONTRACTOR of the AWARDING AGENCY. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient. In this paragraph, “promptly” means to refer information without delay and without change. This notification provision applies to all divisions of the AWARDING AGENCY, including divisions tasked with law enforcement or investigatory functions.

14.4 Lobbying

- A. The CONTRACTOR agrees that it will not use federal assistance funds to support lobbying. In accordance with 31 U.S.C. and U.S. Department of Transportation Regulations, “New Restrictions on Lobbying.” 49 CFR Part 20, if the bid is for an award for \$100,000.00 or more the AWARDING AGENCY will not make any federal assistance available to the CONTRACTOR until the AWARDING AGENCY has received the CONTRACTOR’S certification that the CONTRACTOR has not and will not use federal appropriated funds to pay any person or organization to influence or attempt to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal grant, cooperative agreement, or any other federal award from which funding for the PROJECT is originally derived, consistent with 31 U.S.C. Section 1352, and;
- B. If applicable, if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an office or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with the form instructions.
- C. The CONTRACTOR shall require that the language of the above two clauses be included in the award documents for all sub-awards at all tiers (including subagreements, sub-grants, and contracts under grants, loans, and cooperative agreements) which exceed \$100,000.00 and that all awarding agencies shall certify and disclose accordingly.

This Contract is a material representation of facts upon which reliance was placed when the Contract was made or entered into. These provisions are a prerequisite for making or entering into a Contract imposed by Section 1352, Title 31, U.S. Code. Any person who fails to comply with these provisions shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each failure.

14.5 Disadvantaged Business Enterprises (DBE)

This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business

Enterprises (DBE) is 10%. The goal for this contract is 0%.

The CONTRACTOR shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONTRACTOR shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT- assisted contract. Failure by the CONTRACTOR to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the MTA deems appropriate. Each subcontract the CONTRACTOR signs with a subcontractor must include the assurance in this paragraph (*see* 49 CFR 26.13(b)).

The CONTRACTOR will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

The CONTRACTOR is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the CONTRACTOR's receipt of payment for that work from the MTA. In addition, the CONTRACTOR may not withhold retention of pay from its subcontractors.

The CONTRACTOR must promptly notify MTA, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The CONTRACTOR may not terminate any DBE subcontractor and perform work through its own forces or those of an affiliate without prior written consent of MTA.

14.6 Charter Bus and School Bus

Transit Employee Protective Arrangements (Transit Operations)

The CONTRACTOR agrees to comply with applicable transit employee protective requirements as follows:

The CONTRACTOR agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. 5333(b), and U.S. DOL guidelines at 29 CFR Part 215, and any amendments thereto.

The CONTRACTOR also agrees to include the applicable requirements in each sub-agreement involving transit operations financed in whole or in part with federal assistance provided by the FTA.

Vehicle Operator Licensing

The CONTRACTOR is required to comply with all applicable requirements of the Federal Motor Carrier Safety Administration regulations and the California Vehicle Code including, but not limited to, the requirement that all vehicle operators have a valid State of California driver's license, including any special operator license that may be necessary for the type of vehicle operated.

14.7 Drug-Free Workplace (FTA Section 5311 Awards)

The CONTRACTOR certifies by signing a Contract with the MTA that it will provide a drug-free workplace, and shall establish policy prohibiting activities involving controlled substances in compliance with Government Code Section 8355, et seq. The CONTRACTOR is required to include the language of this paragraph in award documents for all sub-awards at all tiers (including sub-agreements, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all awarding agencies shall disclose accordingly. To the extent the CONTRACTOR, any third-party contractor at any tier, any awarding agency at any tier, or their employees, perform a safety sensitive function under the PROJECT, the CONTRACTOR agrees to comply with, and assure the compliance of each affected third-party contractor at any tier, each affected awarding agency at any tier, and their employees

with 49 U.S.C. Section 5331, and the FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug use in Transit Operations," 49 CFR Part 655.

Drug and Alcohol Testing

The CONTRACTOR agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Part 655, produce any documentation necessary to establish its compliance with Part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the California Department of Transportation, or the MTA to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655 and review the testing process. The CONTRACTOR agrees further to certify annually its compliance with Part 655 before February 28 and to submit the Management Information System (MIS) reports via FTA website at <http://www.transit-safety-volpe.dot.ca.gov/SafetyDAMIS.asp> annually before February 28th and paper copies to the Modoc Transportation Agency, 108 S. Main Street, Alturas, CA 96101, and to the California Department of Transportation, Division of Mass Transportation, MS 39, PO Box 942874, Sacramento, CA 94274-0001. To certify compliance the CONTRACTOR shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register. In addition, CONTRACTOR agrees to use a consortium for the collection through the Lassen Banner Draw Station, 1445 Paul Bunyan Rd., Susanville, CA 96130; (530) 252-1177 or a testing facility as designated by MTA. Collection services by the certified laboratory or MRO to be determined and services paid for by the CONTRACTOR.

14.8 Clean Air

- A. The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. Section 7401 et seq. The CONTRACTOR agrees to report each violation to the MTA and understands and agrees that the MTA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- B. The CONTRACTOR also agrees to include these requirements in each sub-agreement exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

14.9 Clean Water

- A. The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The CONTRACTOR agrees to report each violation to the MTA and understands and agrees that the MTA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- B. The CONTRACTOR also agrees to include these requirements in each sub-agreement exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

14.10 Federal Changes

Contractor shall comply with 49 CFR 18 – Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. FTA Circular 4420.1F – Third Party Contracting Guidance, and FTA Best Practices Procurement Manual where applicable, and other FTA regulations policies, procedures, and directives as they may be amended or promulgated during the term of this contract.

The CONTRACTOR's failure to so comply shall constitute a material breach of this contract.

14.11 Recycled Products

The CONTRACTOR agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including

but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

14.12 No Government Obligation to Third Parties

MTA and CONTRACTOR acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to MTA, CONTRACTOR, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The CONTRACTOR agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

14.13 Program Fraud and False or Fraudulent Statements or Related Acts

The CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the CONTRACTOR further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the CONTRACTOR to the extent the Federal Government deems appropriate.

The CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. §5307, the Government reserves the right to impose the penalties of 18 U.S.C. §1001 and 49 U.S.C. §5307(n)(1) on the CONTRACTOR, to the extent the Federal Government deems appropriate.

The CONTRACTOR agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

14.14 Debarment and Suspension

- A. The CONTRACTOR agrees to comply with the requirements of Executive Order Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. Section 6101 note; and U.S. DEPARTMENT OF TRANSPORTATION regulations on Debarment and Suspension and 49 CFR Part 29.
- B. Unless otherwise permitted by the California Department of Transportation, the CONTRACTOR agrees to refrain from awarding any third-party contract of any amount to or, entering into any sub-contract of any amount with a party included in the "U.S. General Services Administration's (U.S. GSA) List of Parties Excluded from Federal procurement and Non-procurement Program," implementing Executive Order Nos. 12549 and 12689, "Debarment and Suspension" and 49 CFR Part 29. The list also includes the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible for contract award under statutory or regulatory authority other than Executive Order Nos. 12546 and 12689.

- C. Before entering into any sub-agreements with any subcontractor, the CONTRACTOR agrees to obtain a debarment and suspension certification from each prospective recipient containing information about the debarment and suspension status and other specific information of that MTA and its “principals,” as defined at 49 CFR Part 29.
- D. Before entering into any third-party contract exceeding \$25,000.00, the CONTRACTOR agrees to obtain a debarment and suspension certification from each third-party contractor containing information about the debarment and suspension status of that third-party contractor and its “principals,” as defined at 49 CFR 29.105(p). The CONTRACTOR also agrees to require each third-party contractor to refrain from awarding any sub-agreements of any amount, at any tier, to a debarred or suspended subcontractor, and to obtain a similar certification for any third-party subcontractor, at any tier, seeking a contract exceeding \$25,000.00.

14.15 Intelligent Transportation Systems (ITS) National Architecture

To the extent applicable, the CONTRACTOR agrees to conform to the National Intelligent Transportation System (ITS) Architecture and Standards as required by 23 U.S.C. Section 517(d), 23 U.S.C. Section 512 note, and 23 CFR Part 655 and 940, and follow the provisions of the FTA Notice, “FTA National ITS Architecture Policy on Transit projects,” 66 Fed. Reg. 1455 et seq., January 8, 2001, and any other implementing directives the FTA may issue at a later date, except to the extent the FTA determines otherwise in writing.

14.16 Privacy Act

The following requirements apply to the CONTRACTOR and its employees that administer any system of records on behalf of the Federal Government under any contract:

The CONTRACTOR agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. §552a. Among other things, the CONTRACTOR agrees to obtain the express consent of the Federal Government before the CONTRACTOR, or its employees operate a system of records on behalf of the Federal Government. The CONTRACTOR understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

The CONTRACTOR also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

14.17 Breaches and Dispute Resolution

Disputes

Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the Executive Director of MTA. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the CONTRACTOR mails or otherwise furnishes a written appeal to the Executive Director. In connection with any such appeal, the CONTRACTOR shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Executive Director shall be binding upon the CONTRACTOR and the CONTRACTOR shall abide by the decision.

Performance During Dispute

Unless otherwise directed by the MTA, CONTRACTOR shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages

Should either party to the Contract suffer injury or damage to person or property because of

any act or omission of the party or of any of his employees, agents, or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

Remedies

Unless this contract provides otherwise, all claims, counterclaims, disputes, and other matters in question between the MTA and the CONTRACTOR arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of California.

Rights and Remedies

The duties and obligations imposed by the Contract Documents and the rights and remedies available therein shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law. No action or failure to act by MTA or CONTRACTOR shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach therein, except as may be specifically agreed in writing.

14.18 Transit Employee Protective Agreements

The Contractor agrees to the comply with applicable transit employee protective requirements as follows:

a) General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, the CONTRACTOR agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract.

The CONTRACTOR agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. §5310(a)(2), or for projects for non-urbanized areas authorized by 49 U.S.C. §5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

(b) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. §5310(a)(2) for Elderly Individuals and Individuals with Disabilities - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. §5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. §5333(b) are necessary or appropriate for the state and the public body sub-recipient for which work is performed on the underlying contract, the CONTRACTOR agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. §5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The CONTRACTOR agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

(c) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. §5311 in Non urbanized Areas - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. §5311, the CONTRACTOR agrees to comply

with the terms and conditions of the Special Warranty for the Non urbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

The CONTRACTOR also agrees to include the any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

14.19 Incorporation of Federal Transit Administration Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any MTA requests which would cause the MTA to be in violation of the FTA terms and conditions.

14.20 Civil Rights (Title VI, EEO, & ADA)

During the performance of this Contract, the CONTRACTOR its assignees and successors in interest, agree to comply with all federal statutes and regulations applicable to grantee subrecipients under the Federal Transit Act, including, but not limited to the following:

- A. Race, Color, Creed, National Origin, Sex. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. Section 2000e, and federal transit law at 49 U.S.C. Section 5332, the CONTRACTOR Agrees to comply with all applicable equal employment opportunity (EEO) requirements of the U.S. Department of Labor (U.S. DOL) regulations, "Office of Labor," 41 CFR Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. Section 2000e note), and with any applicable federal statutes, executive orders, regulations, and federal policies that may in the future affect construction activities undertaken in the course of the PROJECT. The CONTRACTOR agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection from training, including apprenticeship. In addition, the CONTRACTOR agrees to comply with any implementing requirements the California Department of Transportation any issue.
- B. Nondiscrimination. The CONTRACTOR, with regard to the work performed by it during the contract term shall act in accordance with Title VI. Specifically, the CONTRACTOR shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. Department of Transportation's Regulations, including employment practices when the Contract covers a program whose goal is employment. Further, in accordance with Section 102 of the Americans with Disabilities Act (ADA), as amended, 42 U.S.C. Section 12112, the CONTRACTOR agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the CONTRACTOR agrees to comply with any implementing requirements the California Department of Transportation may issue.
- C. Solicitations for Subcontractors Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation by the CONTRACTOR for work performed under a subagreement, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the CONTRACTOR of the

subcontractor's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

- D. Information and Reports. The CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the AWARDING AGENCY or the California Department of Transportation to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish the information, the CONTRACTOR shall certify to the AWARDING AGENCY of the California Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance. In the event of the CONTRACTOR'S noncompliance with the nondiscrimination provisions of the Contract, the AWARDING AGENCY shall:
 - 1. Withholding of payment to the CONTRACTOR under the Contract until the CONTRACTOR complies, and/or
 - 2. Cancellation, termination, or suspension of the Contract, in whole or in part.
- F. Incorporation of Provisions. The CONTRACTOR shall include the provisions of these paragraphs A through F in every subagreement, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The CONTRACTOR will take such action with respect to any subcontractor or procurement as the AWARDING AGENCY or the California Department of Transportation may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such directions, the CONTRACTOR may request the AWARDING AGENCY to enter into such litigation to protect the interest of the AWARDING AGENCY, and, in addition, the CONTRACTOR may request the California Department of Transportation to enter into such litigation to protect the interests of the California Department of Transportation.
- G. Section 504 and Americans with Disabilities Act Program Requirements
The CONTRACTOR will comply with 49 CFR Parts 27, 37, and 38, implementing and Americans with Disabilities Act and Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. Section 794, as amended.

14.21 Access to Records

The AWARDING AGENCY, the California Department of Transportation, the State Auditor General, and any duly authorized representative of the Federal government shall have access to any books, records, and documents of the CONTRACTOR and its subcontractors that are pertinent to this Contract of audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. The CONTRACTOR shall include a clause to this effect in every subagreement entered into relative to the PROJECT.

14.22 Energy Conservation

The CONTRACTOR agrees to comply with the mandatory energy efficiency standards and policies within the applicable California Department of Transportation energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42, U.S.C. Section 6321 et seq.

14.23 Termination

- A. Termination for Convenience (General Provision). When it is in the AWARDING AGENCY's best interest, the AWARDING AGENCY reserves the right to terminate this Contract, in whole or in part, at any time by providing a TEN (10) DAY WRITTEN NOTICE to the CONTRACTOR. The CONTRACTOR shall be paid its costs, including contract closeout costs, and profit on work performed up to the time

of termination. The CONTRACTOR shall promptly submit its termination claim to the AWARDING AGENCY. If the CONTRACTOR has any property in its possession belonging to the AWARDING AGENCY, the CONTRACTOR will account for the same, and dispose of it in the manner the AWARDING AGENCY directs.

- B. Termination for Default (General Provision). If the CONTRACTOR does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the CONTRACTOR fails to perform in the manner called for in the contract, or if the CONTRACTOR fails to comply with any other provisions of the contract, the AWARDING AGENCY may terminate this contract for default. Termination shall be effected by serving a notice of termination on the CONTRACTOR setting forth the manner in which the CONTRACTOR is in default. The CONTRACTOR will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the AWARDING AGENCY that the CONTRACTOR had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the CONTRACTOR, the AWARDING AGENCY, after setting up a new delivery of performance schedule, may allow the CONTRACTOR to continue work, or treat the termination as a termination for convenience.

- C. Mutual Termination. The PROJECT may also be terminated if the AWARDING AGENCY and the CONTRACTOR agree that its continuation would not produce beneficial results commensurate with the further expenditure of funds or if there are inadequate funds to operate the PROJECT equipment or otherwise complete the PROJECT.

15 GENERAL PROVISIONS

15.1 Conflict of Interest

The CONTRACTOR covenants that he/she presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of service required to be performed under this AGREEMENT. The CONTRACTOR further covenants that in the performance of this AGREEMENT, no person having such interest shall be employed.

15.2 Conflict of Transportation Interests

CONTRACTOR shall not divert any revenues, passengers or other business from MTA to any other transportation operation of CONTRACTOR.

15.3 Conflicting Use

CONTRACTOR shall not use any vehicle, equipment, personnel, or other facilities which are dedicated to MTA for performing services under this AGREEMENT for any use whatsoever other than provided for in this AGREEMENT without the prior written approval of MTA.

15.4 Interest of Members of or Delegates to Congress

No member of or delegate to the Congress of the United States shall be admitted to any share or part of this AGREEMENT or to any benefit arising there from.

15.5 Compliance with Laws, Rules, Regulations

All services performed by CONTRACTOR pursuant to this AGREEMENT shall be performed in accordance and full compliance with all applicable federal, state, or local statutes, and any rules or regulations promulgated therein, including but not limited to, those relative to Civil Rights, Equal Employment Opportunity, Disadvantaged Business Enterprise, and Labor

Protection. CONTRACTOR is subject to the provisions of Section 13(c) of the Urban Mass Transportation Act of 1964, as amended, and specifically to any labor protection provisions incorporated into the contract for Federal Transit Act, Section 5311 federal assistance between MTA and the California Department of Transportation. These provisions require that the project “be carried out in such a manner and upon such terms and conditions as will not adversely affect employees in the mass transportation industry within the service area of the project”.

CONTRACTOR shall pay any and all federal, state, or local taxes as applicable. Further, CONTRACTOR shall secure, on its own behalf, or on behalf of MTA if requested, any and all licenses, permits, certificates, and inspections required by law, including General Public Paratransit Vehicle inspections.

CONTRACTOR shall, assure that all of its employees operating SAGE STAGE vehicles possess a valid, current Class B California Driver License with appropriate endorsements. Further, CONTRACTOR shall participate in the Drivers Pull Notice Program as required by Section 1808.1 of the California Vehicle Code.

15.6 Headings

The headings or titles to sections of the AGREEMENT are not part of the AGREEMENT and shall have no effect upon the construction or interpretation of any part of the AGREEMENT.

15.7 Sale or Transfer

CONTRACTOR agrees that it will not sell, assign or transfer in whole or in part any right, title or interest it possesses by reason of this AGREEMENT to any other person or entity without first obtaining the written consent of the MTA to such sale, assignment, or transfer. In the event of any violation of this Section, MTA may immediately terminate this AGREEMENT.

15.8 Binding

This AGREEMENT shall be binding on the assigns, transferees, successors, heirs, trustees, executors, and administrators of the parties hereto.

15.9 Notice

All notices hereunder and communications with respect to this AGREEMENT shall be affected upon the mailing thereof by registered or certified mail return receipt requested and addressed to the persons named below:

CONTRACTOR:

MTA:

Debbie Pedersen, Executive Director
Modoc Transportation Agency
108 S. Main Street
Alturas, CA 96101

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed on the day and year first above written.

MODOC TRANSPORTATION AGENCY:

Date: _____, 2024

Debbie Pedersen, Executive Director

CONTRACTOR:

_____, Date: _____, 2024
W.C. Pihl, Senior Vice President

Federal Tax I.D. Number

EXHIBIT “A”
AGREEMENT - Scope of Work
SCOPE OF WORK

1. MTA DUTIES AND RESPONSIBILITIES

MTA shall perform the following duties and accept the following responsibilities with respect to SAGE STAGE transit system. To the extent reasonable and feasible, CONTRACTOR shall assist MTA in this regard.

1.1. System Planning and Administration

MTA shall be responsible for all planning activities relative to SAGE STAGE routes, schedules, days and hours of operations, bus stop locations, location of street furnishings, preparation of planning documents, budgets, grant applications and related documentation, and other such activities relative to overall system administration.

1.2. Liaison with Local Jurisdictions, Citizens Groups

MTA shall be responsible for coordinating project activities with local and regional governmental jurisdictions, agencies, and citizens groups. MTA is currently coordinates with local social service agencies (CalWorks, Mental Health, Social Services, Modoc Medical Center, MMC Physical Therapy and TEACH, Inc., etc.) and adjoining transit agencies such as Lassen Rural Bus, Basin Transit Service, Redding Area Bus authority, Burney express, and others. MTA has good relations with local agencies and partners.

1.3. Notification - Potential Interference with SAGE STAGE Operations

MTA shall make a reasonable effort to notify CONTRACTOR in advance of any road closures, detours, parades, or other such events within the jurisdiction of local agencies that may interfere with SAGE STAGE operations or require deviations from established routes or schedules. The CONTRACTOR and MTA shall mutually agree upon such deviations.

1.4. Advertising and Promotion

MTA shall prepare, place, schedule, and pay for all advertising and promotional materials designed to inform the public of Sage Stage operations and to promote ridership. The CONTRACTOR shall assist and cooperate with marketing and promotional events or activities.

1.5. Buses; Equipment

MTA shall provide to CONTRACTOR the vehicles and equipment set forth in EXHIBIT “C” entitled “MTA VEHICLES; EQUIPMENT”. These vehicles and equipment shall be used only for activity directly related to the transit system covered by this AGREEMENT, unless otherwise authorized, in writing, by MTA. MTA will provide drivers cellular phones for communication while operating the bus.

1.6. Schedules; Passes; Tickets; Vouchers

MTA shall prepare, print, and provide to CONTRACTOR all schedules, passes, tickets, vouchers, and like materials required by SAGE STAGE operations. CONTRACTOR shall distribute and disseminate such materials in accordance with the provisions of this AGREEMENT and any directions supplemental thereto provided by MTA.

1.7. Street Furnishings

MTA shall purchase, install, maintain, and replace all street furnishings required for SAGE STAGE operations. These furnishings include bus stop signs and posts, benches, shelters, and amenities. Further, MTA shall maintain or request CALTRANS or property owners to maintain trees along SAGE STAGE routes and stops to preclude damaging vehicles by reason of low hanging trees and branches. CONTRACTOR and its employees shall cooperate with MTA by advising it of any such conditions observed during SAGE STAGE operations. Nothing heretofore shall relieve CONTRACTOR’S vehicle operators from exercising good care and caution in their vehicle operations to avoid such damage.

1.8. Vehicle Maintenance

Through a separate contract, vehicle maintenance will be provided by MTA at no cost to CONTRACTOR.

1.9. Fuel

MTA will provide all fuel for transit operations and fuel cards for out of county fueling needs at no cost to the CONTRACTOR.

2. CONTRACTOR DUTIES AND RESPONSIBILITIES - OPERATIONS

CONTRACTOR shall perform the duties and accept the responsibilities set forth below in connection with its operation of SAGE STAGE. The omission of a duty or responsibility herein below shall not relieve CONTRACTOR of its obligation to perform such duty or accept such responsibility, so long as it is usual, customary, and generally accepted within the public transportation industry as being an integral element of operating a route deviation (Intercity) and demand responsive (Local bus) public transportation system of a kind and character such as SAGE STAGE.

2.1. Operations - General

CONTRACTOR shall provide the necessary management, technical, and operating services for the operation of the SAGE STAGE transit system as specified by the MTA.

CONTRACTOR shall assist and cooperate with MTA in meeting the objectives of providing quality transportation services. CONTRACTOR shall perform close liaison activities, coordination, and cooperation with MTA on matters related to operations, monitoring, reporting, and service performance measurements.

All facilities, equipment and services required in the operation and management of the SAGE STAGE transit system shall be furnished by CONTRACTOR unless specifically identified to be contributed by MTA.

2.2. Operations – Intercity Bus Services

CONTRACTOR will operate local and intercity bus services as specified by MTA and in strict accordance with the operating days and hours, routes and schedules set forth in the current **SAGE STAGE RIDER'S GUIDE**, attached hereto as ***Exhibit D***, or any revisions thereto, and shall provide drivers to perform such service in a safe, professional, and courteous manner, always striving for excellent customer service.

CONTRACTOR is hereby authorized to deviate from established routes, when necessary, as defined:

(1) To respond to passenger requests on an advance reservation basis to deviate up to one mile from the fixed route to pick up passengers. Reservations shall be accepted on a first-come, first-served basis; and,

(2) To avoid construction, detours, and vehicles or other obstructions within the public right of way. CONTRACTOR shall notify MTA of such obstruction caused deviation(s) as soon as is practicable upon learning that the deviations are or may become necessary.

If a SAGE STAGE route operates more than ten minutes behind schedule, CONTRACTOR shall take all available steps to restore on-time performance. CONTRACTOR shall establish procedures, subject to MTA review and approval, to restore on-time performance.

2.3. Operations - Local Bus Service

Local Bus service shall be operated in accordance with the operating days, hours and service area set forth in the current **SAGE STAGE RIDER'S GUIDE**, attached hereto as ***Exhibit D***, or any revisions thereto.

MTA shall accept telephone requests for next day reservations and reservations made up to fourteen (14) days in advance. CONTRACTOR will also respond to telephone requests for same day service, but rides arranged at least one day in advance shall be given priority.

MTA shall also accept “subscription service” reservations (provision of repetitive trips over an

extended period time without requiring that individuals call to request reservations for each trip); however, the level of subscription service provided shall not exceed fifty percent (50%) of the total number of trips available during a given hour of the day.

Depending upon fluctuations in the demand for service, CONTRACTOR may operate a vehicle for Local Bus service up to the number of hours and days set forth in the current **SAGE STAGE RIDER’S GUIDE**; however, operation of Local Bus shall be limited to those days and hours necessary to respond to demand. CONTRACTOR shall make every effort to maximize productivity through efficient coordination of trip requests and scheduling of personnel and vehicles. In no event will the total vehicle revenue hours billed to the MTA for Local Bus Service exceed 115 hours per week without prior written authorization by the MTA.

2.4. Charter, Special Event, Promotional, and Other Special Services

In addition to regular SAGE STAGE operations, CONTRACTOR may from time to time, upon receiving specific written authorization by MTA, provide special event, promotional, or other special transportation services within the SAGE STAGE service area using SAGE STAGE vehicles, provided that such services are determined by SAGE STAGE to be in the public interest, do not interfere with regular SAGE STAGE operations, and are in compliance with applicable federal and state statutes.

CONTRACTOR shall be entitled to compensation for such services at the normal rate specified in the AGREEMENT.

2.5. Service Standards

CONTRACTOR shall always strive to provide service in a manner that will maximize productivity and at the same time emphasize quality customer service. Recognizing that the goals of productivity and service quality may conflict at times, the following standards are intended to be reasonably attainable by CONTRACTOR, fair to the customer and consistent with MTA expectations.

CONTRACTOR and MTA shall periodically meet to evaluate the performance of the system based upon these standards. If the standards are not fulfilling their intended purpose, they shall be adjusted based upon recommendations made by CONTRACTOR with concurrence and final decision by MTA. Should it be found that CONTRACTOR’S performance has contributed to CONTRACTOR’S failure to achieve these standards, CONTRACTOR shall take all reasonable actions requested by MTA to correct deficiencies in performance. Should the deficiencies persist, the MTA may take whatever additional action is necessitated by the circumstances and provided for in the AGREEMENT of which this Scope of Work is a part.

A. Intercity Routes Service Standards:

1. Schedule Reliability: A minimum of ninety-five percent (95%) of bus departures will be within one minute before to 10 minutes after the scheduled departure time as indicated by published timetables.
2. Reservation Reliability: Ninety-five percent (95%) of the Intercity reservation pickups will be served within a 30-minute window (plus or minus 15 minutes from the recorded reservation time).
3. Missed Run: Less than one percent of scheduled departures from a route terminal will be a missed run. A missed run occurs when a scheduled departure is canceled, or when a bus departs more than 15 minutes after the published departure time.

B. Local Bus Productivity Standard:

1. Passengers per Vehicle Revenue Hour: Average 2.0 or greater.

C. Local Bus Customer Service Level Standards:

1. Reservation Reliability: Ninety-five percent (95%) of reservation trips will be served within plus

or minus 10 minutes from the recorded reservation time.

2. Demand Response Wait Time (the elapsed time between a “real time” demand- response service request and passenger pickup):
 - a) 100% of passengers picked up within 90 minutes; and
 - b) 90% of passengers picked up within 60 minutes.
3. Ride Time (the elapsed time between passenger pickup and drop off):
 - a) 90% of passengers dropped off within 30 minutes; and
 - b) 100% of passengers dropped off within 60 minutes.
3. Service Refusals: Less than one service request will be refused per service day due to inability to respond at requested reservation time or within demand- response wait time standard.

2.6. Operations Personnel

The CONTRACTOR shall provide, either directly or through approved subcontractors, all management, supervision, training, drivers, dispatchers, clerks, service workers, mobility management, telephone information operators, and such other personnel necessary to responsibly operate the SAGE STAGE public transit system.

For purposes of this AGREEMENT, the terms “employee(s)” and “personnel” shall include individuals employed by subcontractors that perform any of the SAGE STAGE vehicle operations functions.

2.7. Operations Management

CONTRACTOR shall provide operations management at a level and capability sufficient to oversee its functions and employees.

CONTRACTOR shall designate and provide the services of a Project or General Manager and/or senior level supervisor (Manager), subject to the approval of MTA, who shall provide overall management, expert management, and supervision of SAGE STAGE public transit operations under the terms of this AGREEMENT. For purposes of this agreement, expert management is defined as:

The Manager must have a minimum of five years of experience in public transportation operations including at least three years’ supervisory experience. A bachelor’s degree in a related field from a four-year college may substitute for two years of transportation experience and one year of supervisory experience.

The Manager shall work cooperatively with MTA in matters relating to service quality, providing operational and other data as described in this Scope of Work, responding to comments from the MTA, SAGE STAGE passengers and the public, and responding to specific requests for other assistance as the need arises. The Manager will act as health insurance administrator and human resources manager for Sage Stage drivers, operators, mobility manager, and other office laborers.

Additionally, the Manager or Safety Officer will be available for advice on technical or transit industry issues; oversee and assist in the preparation of California Highway Patrol (CHP), Federal Motor Carrier and other agency inspections; comply with requirements for Interstate Operators; be responsible for reporting and compliance with FTA Drug and Alcohol Policies; and track and monitor other proper certifications and licensing applicable to this Scope of Work.

The CONTRACTOR shall assure the MTA that the Manager designated for this project will not be replaced without the prior written consent of the MTA. Should the services of the Manager become no longer available to CONTRACTOR, the resume and qualifications of the proposed replacement shall be submitted to MTA for approval as soon as possible, but in no event later than five (5) working days prior to the departure of the incumbent Manager, unless CONTRACTOR is not provided with such notice by the departing employee. MTA shall respond to CONTRACTOR within three (3) working days following receipt of these qualifications concerning acceptance of the candidate for replacement Manager.

At all times, the Manager or other employee pre-designated and identified to the MTA to act for the Manager, shall be available either by phone or in person to make decisions regarding day-to-day SAGE STAGE operations, including emergency situations, or to provide coordination as necessary, and shall be authorized to act on behalf of CONTRACTOR regarding all matters pertaining to this Scope of Work.

2.8. Employee Selection and Supervision

CONTRACTOR shall be responsible (either directly or through approved subcontractors) for the employment and supervision of all employees necessary to perform SAGE STAGE operations. CONTRACTOR responsibilities shall include employee recruitment, selection, pre-employment screening, drug and alcohol testing, training, licensing, supervision, employee relations, evaluations, retraining, corrective actions, and termination. CONTRACTOR shall make every effort possible to employ current contractor personnel.

CONTRACTOR shall use appropriate screening and selection criteria to employ operations personnel. The CONTRACTOR shall perform pre-employment background investigations, DMV physicals, and criminal background checks of all employees associated with this agreement and shall undertake the steps necessary to assure that all such employees perform their duties in a safe, legal, and professional manner at all times.

CONTRACTOR shall make all reasonable efforts to ensure that employees having contact with the public in the course of their duties are of good moral character. Any such employee that is convicted of a felony or of a crime involving moral turpitude prior to or during the time of his/her employment, shall not be permitted to continue employment under this contract.

CONTRACTOR shall develop, implement, and maintain an employee alcohol and substance abuse program that complies with Federal Transit Administration/Department of Transportation requirements, for all employees, including employees of subcontractors in safety-sensitive positions, personnel engaged in the operation SAGE STAGE vehicles, and equipment maintenance. Such program will comply with all applicable requirements as established by the Federal Transit Administration or by other federal or state agencies, including regulations promulgated to implement the Omnibus Transportation Employee Testing Act of 1991, as it may be amended from time-to-time.

CONTRACTOR shall always comply, and shall require subcontractors to comply, with applicable state and federal employment laws, including Section 1735 of the California Labor Code and Title VI of the Civil Rights Act of 1964, as amended.

Nothing in this section shall be construed by either CONTRACTOR or MTA to conflict with the language and intent of Article 4, Independent Contractor, of the AGREEMENT of which this Scope of Work is a part.

2.9. Training of Drivers and Operations Personnel

CONTRACTOR shall develop, implement, and maintain a formal training and retraining program that shall be subject to review and approval by MTA. An outline of the training program, including periodic updates, shall be on file in the offices of the MTA. All drivers, dispatchers, telephone information personnel, and supervisors shall participate in the program.

CONTRACTOR shall implement and maintain a specific training and retraining program for all drivers. The program must provide a fixed minimum number of hours of training for new employees, including classroom instruction, behind the wheel training under supervision of a certified instructor, and in-service training. The program shall include, but not necessarily be limited to, instruction covering applicable laws and regulations and defensive driving practices, disabled passenger assistance techniques, accident/incident procedures, SAGE STAGE operating policies and procedures, employee work rules, vehicle safety inspection, equipment care and maintenance, customer relations, and passenger conduct. Drivers shall be trained to operate all types of buses, wheelchair lifts and securement systems, and other equipment which they may be expected to use

in the SAGE STAGE services.

All drivers shall be certified as having completed the CONTRACTOR'S formal training course for new drivers as approved by MTA and be licensed with a valid California Class B operator's license with appropriate certification(s) and medical card. Drivers of transit buses shall possess a Transit Bus Certificate (VTT) as issued by the State of California Department of Motor Vehicles, pursuant to Section 12804.6 of the California Vehicle Code and shall possess a California General Public Paratransit Vehicle (GPPV) certificate. Drivers shall meet all applicable requirements as established by the California Highway Patrol.

The CONTRACTOR shall prepare and furnish to MTA for approval and to all drivers, dispatchers, telephone operators, and supervisors a DRIVER'S MANUAL. Contents of the DRIVER'S MANUAL shall include the following subject areas: fundamentals of customer service; driver's rules; accident/incident policies; fog and inclement weather policy; vehicle inspection, care and maintenance policy and procedures, reporting procedure, and pertinent sample forms.

Dispatchers, telephone operators, drivers, supervisors and any other personnel who may from time-to-time be assigned to telephone information or reservation lines, shall be trained in customer service, customer relations skills, telephone manners, accident/incident procedures, fares, bus and demand response schedules and services, information referrals, ADA regulations regarding trip reservations, SAGE STAGE reservation procedures, and operating policies. If there are operations control personnel assigned to SAGE STAGE scheduling and vehicle dispatching duties shall have a detailed knowledge of applicable procedures and professional techniques. Currently, these duties are performed by the MTA.

2.10. Driver's Responsibilities

Drivers will, when requested by MTA, provide notices to passengers, or otherwise render assistance with MTA's SAGE STAGE customer relations, promotion, marketing, monitoring, and supervisory functions. Drivers will be required to honor special passes; collect, cancel and/or validate passes, tickets, and coupons; and issue and collect transfers, as determined by MTA. Drivers will verify cash fares deposited in an onboard farebox. Drivers will not handle money or make change for passengers. Drivers will self-dispatch for current day services and record ridership counts by passenger category and boarding location in accordance with procedures approved by MTA.

When requested, drivers of vehicles for SAGE STAGE services will provide passenger assistance to persons that have disabilities, including boarding/alighting assistance, loading, and unloading of small packages, and, to the extent reasonable considering distance, travel assistance between the vehicle and the passenger's door.

Drivers shall always have available during the operation of any bus an accurate time piece with active second hand (or digital equivalent). Drivers will be responsible for ensuring accuracy of their time piece.

2.11. Safety Program

CONTRACTOR shall assume full responsibility for assuring the safety of passengers and operations of their personnel. CONTRACTOR shall comply with all applicable California Highway Patrol and OSHA requirements and shall furnish MTA with copies of annual CHP vehicle/equipment inspections and CHP safety compliance reports, including driver pull notices.

CONTRACTOR shall develop, implement, and maintain, in full compliance with California Law, a formal safety and accident prevention program including regularly scheduled safety meetings, participation in safety organizations, safety incentives offered by CONTRACTOR to drivers and other employees, and participation in risk management activities under the auspices of CONTRACTOR'S insurance carrier or other organization. CONTRACTOR shall provide a copy of said Safety Program and subsequent program updates to MTA.

CONTRACTOR shall participate in the State of California Department of Motor Vehicles "Driver Pull Notice Program" for appropriate monitoring of employee driver license activity.

CONTRACTOR will require all drivers, control room personnel, and supervisors to participate in the safety program.

2.12. Road Supervision

CONTRACTOR shall provide road supervision as required to monitor drivers and vehicles and assist drivers in revenue service, including assistance with special events.

2.13. Accident, Incident, and Complaint Procedures

CONTRACTOR shall develop, implement, and maintain formal procedures, subject to MTA review and approval, to respond to accidents, incidents, service interruptions, and complaints. Such occurrences shall include, but are not necessarily limited to, vehicle accidents, passenger injuries, passenger disturbances, in-service vehicle failures, wheelchair lift failures of in-service buses, Intercity buses operating more than ten minutes behind schedule, and Local Bus service vehicles operating more than thirty minutes behind promised schedule.

All traffic accidents involving MTA vehicles, irrespective of injury, shall be reported to the Highway Patrol, local police or sheriff, as appropriate, to the MTA, and to the CONTRACTOR's Manager. CONTRACTOR will request that the law enforcement agency respond to investigate the accident. CONTRACTOR shall supply MTA with copies of all accident and incident reports.

The MTA shall be notified in writing by CONTRACTOR of all accidents and incidents resulting in loss or damage to SAGE STAGE property within 24 hours. In cases involving injury, CONTRACTOR shall notify MTA DESIGNATED REPRESENTATIVES immediately upon receipt by CONTRACTOR of such information.

2.14. Vehicle Scheduling and Control

CONTRACTOR shall utilize a systematic method to schedule and transport passengers using SAGE STAGE services. The method should be capable of accommodating both reservations and, in the case of Local Bus operation, "real time" requests for immediate service. The scheduling method shall integrate all demand for service into efficient vehicle hours that maximize productivity and assure service quality at levels prescribed in this Scope of Work.

CONTRACTOR shall implement and maintain an effective vehicle control system to maintain radio or telephone contact with all vehicles in service so as to provide supervision and guidance to vehicle operators, and respond to mechanical breakdowns, accidents and incidents in a timely and responsible manner consistent with industry practice.

2.15. Operations Facility

CONTRACTOR shall utilize the current operations facility located at 108 S. Main Street, Alturas, CA unless MTA establishes alternate facilities.

2.16. Telephone Reservation and Information System

CONTRACTOR shall provide dispatch personnel necessary to effectively respond to incoming calls at a quality and level consistent with SAGE STAGE patron demand.

CONTRACTOR shall make special efforts to respond to telephone service and information requests from deaf or Spanish-speaking patrons of SAGE STAGE. CONTRACTOR may provide TDD equipment for communications with deaf patrons or use the California Relay Service for communication with deaf customers.

2.17. Fares; Fare Collection

All fares of any kind or character to be paid by SAGE STAGE patrons shall be established by MTA. CONTRACTOR shall assure that each patron pays the appropriate fare prior to being provided transportation service. All cash fares (or cash for authorized passes) will be paid by patrons in the exact amount due for their appropriate fare classification. Fares shall be deposited by patrons in the fareboxes provided by MTA in each vehicle. CONTRACTOR will collect or otherwise process in the manner directed by MTA all non-cash fares (vouchers, transfers, passes and like). All fares collected are the sole property of MTA.

CONTRACTOR shall, in accordance with a procedure specified by MTA, account for revenues

collected on Intercity and Local Bus vehicles, reconcile fare revenues to passenger activity, and transmit such revenues to the MTA.

2.18. Ticket Sales

MTA shall assume all responsibility for the sale of tickets and passes to SAGE STAGE customers except that CONTRACTOR'S drivers may be required to sell day passes or punch- type passes on board the bus in accordance with procedures specified by MTA. The CONTRACTOR shall assist the MTA and SAGE STAGE customers by providing accurate information to customers requesting information regarding pass and ticket sales.

2.19. Books; Records; Reports

CONTRACTOR shall maintain all books, records, documents, accounting ledgers, and similar materials relating to work performed for MTA under this AGREEMENT for a minimum of (3) years following the date of final payment under this contract to CONTRACTOR by MTA. Original documents or certified copies shall be maintained locally at a place which shall be subject to MTA approval.

Any authorized representative(s) of MTA shall have access to such records for the purpose of inspection, audit and copying at reasonable times during CONTRACTOR'S usual and customary business hours. CONTRACTOR shall provide proper facilities to MTA representative(s) for such access and inspection.

CONTRACTOR shall collect, record, and report to the MTA on a quarterly basis all accounting data for the SAGE STAGE operation in accordance with Section 99243 of the California Public Utilities Code, as is now in force or may hereafter be amended. All worksheets and detailed information used to prepare these reports shall be available upon request. Each quarterly accounting report shall be provided to MTA within one month after the close of the applicable quarter.

CONTRACTOR shall collect, record, and report all operational data required by the MTA in a format approved by the MTA. Such data shall include, but not be limited to, data required under the California Transportation Development Act, as amended; statistics required by the Federal Transit Administration under the Section 5310, 5311, and 5311(f) grant programs; passenger count data by fare and demographic category, vehicle hours, vehicle miles, vehicle revenue hours, vehicle revenue miles, passengers per hour, wheelchair boardings, missed trips, accidents and incidents, complaints and compliments, and Sage Stage service requests refused and passenger no-shows.

Information concerning vehicle activity shall be collected daily on the demand response driver's log, route driver's report, dispatch log, and/or other forms as developed by CONTRACTOR and approved by MTA. MTA will be responsible for compiling summaries from the daily logs, reports, and summaries.

2.20. System Promotion

CONTRACTOR shall not be responsible for undertaking or funding any advertising or promotional activities on behalf of the MTA. CONTRACTOR shall, however, assist MTA with activities initiated by the MTA. CONTRACTOR shall dispense MTA information, publications, respond to patron requests for information, act as a liaison and provider of system promotion information with and to community agencies and groups, and other activities to assist and support MTA's advertising and public information efforts.

2.21. System Recommendations

CONTRACTOR shall continually monitor SAGE STAGE operations, facilities and equipment and shall, from time-to-time and as warranted, advise MTA and make recommendations to it upon observed deficiencies and needed improvements. MTA shall retain all authority, however, to make determinations and to take action on such recommendations.

2.22. Emergencies; Natural Disasters

In the event of an emergency or natural disaster, CONTRACTOR shall make available, to the maximum extent possible, transportation and communications services and facilities to assist MTA

in rectifying such incidents. To the extent MTA requires CONTRACTOR to provide such emergency services and facilities; CONTRACTOR shall be relieved of the obligation to fulfill the duties and responsibilities to operate SAGE STAGE herein above contained. Further, CONTRACTOR shall be entitled to be paid reasonable compensation for providing such emergency services and facilities, provided however, that the amount of such compensation and time of its payment shall be mutually agreed upon by CONTRACTOR and MTA following the conclusion of the emergency or disaster, or at such other time as they may mutually agree.

3. CONTRACTOR DUTIES AND RESPONSIBILITIES – VEHICLES

All vehicle maintenance will be performed by local vendors through separate contracts.

3.1. MTA Vehicles; Equipment

By execution of this AGREEMENT, CONTRACTOR acknowledges receipt of the vehicles and equipment listed in EXHIBIT “C” - MTA VEHICLES; EQUIPMENT, and that every item has been received in good working condition. If MTA provides CONTRACTOR with additional buses and/or equipment at future times, CONTRACTOR shall acknowledge receipt of such additional items, or deletion of items, and remove or include said equipment in CONTRACTOR's insurance policy. Upon termination or fulfillment of this AGREEMENT, CONTRACTOR shall return all MTA-owned equipment to MTA, in the condition received, less reasonable wear and tear.

3.2. Daily Vehicle Servicing

CONTRACTOR shall perform daily vehicle servicing on all SAGE STAGE vehicles used in revenue service. For purposes of this AGREEMENT, daily servicing will include, but not be limited to, fueling, engine oil, coolant, water, and transmission fluid check/add, farebox vault pulling and replacement, wheelchair lift check, brake check, light and flasher check, interior sweeping and dusting, exterior and interior visual inspection, and check of all vehicle performance defects reported by drivers to MTA. Drivers will report to MTA any potential safety and reliability items requiring immediate attention. CONTRACTOR shall develop, implement, and maintain a written checklist of items included in the daily servicing of each vehicle. The checklist will be utilized and kept on file at the MTA office. This checklist requirement may incorporate, or supplement CHP required driver's pre-trip safety inspections.

3.3. Vehicle Cleaning

CONTRACTOR shall always maintain SAGE STAGE vehicles in a clean and neat condition. The interior of all vehicles shall be kept free of litter and debris to the maximum practicable extent throughout the operating day. Vehicles shall be swept and dusted daily. Interior panels, windows, and upholstery shall be cleaned of marks as necessary. The interiors of all vehicles shall be thoroughly washed a minimum of once per week (or more often to maintain a clean, sanitary interior), including all windows, seats, floor, stanchions, and grab rails. All foreign matter such as gum, grease, dirt, and graffiti shall be removed from interior surfaces during the interior cleaning process. Any damage to seat upholstery shall be reported to MTA upon discovery.

Exteriors of all SAGE STAGE vehicles shall be washed as required to maintain a clean, inviting appearance and in no event less than once per week. Exterior washing shall include the bus body, all windows, and wheels. Rubber or vinyl exterior components such as tires, bumper fascia, fender skirts, and door edge guards shall be cleaned and treated with a preservative at least once per month, or as necessary to maintain an attractive appearance.

Buses shall be kept free of vermin and insects at all times. CONTRACTOR shall exterminate all vermin and insects from all vehicles immediately upon their discovery, utilizing safe and non-hazardous materials.

3.4. Vehicle Towing

If towing of any SAGE STAGE vehicle is required due to mechanical failure or damage, MTA shall be responsible to provide such towing at MTA's sole expense.

3.5. Fuel

The MTA shall pay direct costs to selected vendors for fuel and lubricants. MTA will provide fuel cards for out of county fueling needs.

4. SAGE STAGE DUTIES AND RESPONSIBILITIES TABLE

The following table presents the distribution of duties and responsibilities between MTA and the CONTRACTOR as discussed in this Scope of Work.

Sage Stage Operations - Division of Duties and Responsibilities

CONTRACTOR

Labor - management, supervision, training, drivers, mobility manager, telephone information operators.

Benefits - employee health insurance allowance.

Expert management - contact available to answer technical or transit industry questions Insurance - worker's comp, general liability, vehicle (liability, collision, comprehensive), licensing, inspections, certifications, "pull notices," Drug & Alcohol testing and reporting, and Vehicle cleaning.

Driver Timesheets, Invoices, and documentation.

Provide vehicle and liability insurance.

Provide valid Motor Carriers and US DOT numbers for operation of all MTA vehicles.

MTA

System planning and administration.

Advertising, promotion Schedules, passes, tickets, and vehicles.

Vehicle fuel, lubricants, maintenance, cleaning supplies, and repairs.

Street furnishings

Operations facility and vehicle storage

Uniforms

Telephones/Cell Phones

Books, records, and reports

Exhibit B
Approved Amendments

THIS SECTION OF THE DOCUMENT IS INTENTIONALLY BLANK.
APPROVED AMENDMENTS WILL BE INCORPORATED INTO THE FINAL
AGREEMENT PRIOR TO RATIFICATION BY THE CONTRACTOR AND
MODOC TRANSPORTATION AGENCY

Exhibit C

MTA Vehicles

Modoc Transportation Agency
108 S Main Street
Alturas, CA 96101
 February 1, 2024

VEHICLE INVENTORY

Vehicle No. (In Service)	Year	Make	Veh. Model	VIN	License No	Funding Source	Fuel Type/ GVW	Passenger Capacity	Length	Odometer on 02/01/24	Fed Share of Veh Cost	Remaining \$ based on Miles	Remaining Fed Share based on years	Fed Useful Life Standard
T-17 (03/31/14)	2014	Chevy 4500	Glaval Titan II	1GB6G5BL0E1125063	1419643	FTA 5311 Capital FY 12/13	Diesel Duramax 14,200	14 or 12+2 w/c	24'	200,848	\$97,383	\$0	\$0	100,000 or 4 years
T-18 (03/31/15)	2015	Chevy 4500	Glaval Titan II	1GB6G5BLXE1197954	1398332	FTA 5311f Capital FY 13/14	Diesel Duramax 14,200	14 or 12+2 w/c	24'	183,281	\$96,619	\$0	\$0	100,000 or 4 years
T-19 (03/31/15)	2015	Chevy 4500	Glaval Titan II	1GB6G5BLXE1199381	1398333	RSTP+TDA	Diesel Duramax 14,200	14 or 12+2 w/c	24'	175,951	none	\$0	\$0	100,000 or 4 years
T-20 (07/26/16)	2016	Chevy 4500	Arboc	1GB6G5BL0F1287020	1475426	RSTP 14-15 & 15-16	Diesel Duramax 14,200	15 or 11+2 w/c 14,200	24'	126,904	none	\$0	\$0	100,000 or 4 years
T-21 (10/18/18)	2018	Ford Transit 350	Glaval	1FDES6PM4JKA91514	1544712	FTA 5311(f) Capital FY 2016-17	Unleaded 10,360	7 + 2 w/c	21'	82,528	\$76,233	\$0	\$0	100,000 or 4 years
T-22 (01/18/24)	2023	Ford E450	Glaval	1FDFE4FN2PDD18917	DA88552	LCTOP SGR Reserves	Unleaded 2,640	14 or 12+2 w/c	24'	2,640	none	0	0	100,000 or 4 years

SAGE STAGE RIDER'S GUIDE



108 S Main Street • Alturas, CA 96101

General Public Transit Services connecting Modoc County with Reno, Plumas County, Sparks, Redding and Klamath Falls

Sage Stage's intercity routes provide service from Alturas to Reno, Redding and Klamath Falls with direct service to:

- Reno: Airport, Amtrak, Downtown Reno, Greyhound
- Redding: Medical Centers, Amtrak, Greyhound, Mt. Shasta Mall
- Klamath Falls: Shopping, Medical Offices, Amtrak

Local Bus Service within 10 miles of Alturas

Within the Alturas area, the local bus will pick you up at your home and take you to any destination within the service area. This is a shared ride service, available weekdays by reservation.

www.sagestage.com (530) 233-6410



INTERCITY ROUTES

Sage Stage routes operate by reservation. Same day reservations and walk-on passengers are accepted when possible. At least one confirmed reservation is required for the bus to run.

BUS STOPS

- Sage Stage buses will pick up at designated bus stops or at "flag stops" along the route where it is safe to stop.
- Please note that our major stops are signed with the sign shown here. However many of our stops in outlying areas are not signed. If you are unsure of the designated bus stop location, please ask when you call to make your reservation.
- If you wish to be picked up at a location other than a designated stop, please call the office.



BAGGAGE

- Passengers must load their own baggage.
- There is a limit of 2 carry on bags (maximum 40 pounds each) per passenger. For each additional 2 bags, another general fare will be charged.

ABOUT SAGE STAGE

ACCESSIBILITY

All Sage Stage buses are wheelchair accessible and meet ADA specifications. The lifts accommodate up to 750 pounds gross weight. Please keep your wheelchair properly maintained. You must be secured to your wheelchair with a lap and shoulder belt and the wheelchair will be secured to the vehicle with a four point tie down system. The driver will refuse to transport any wheelchair that is not properly maintained that could pose a hazard to the rider, driver, equipment and others on the bus.



SAGE STAGE HOLIDAYS

No bus service on Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve Day, Christmas Day and New Years Day.

COURTESY & SAFETY RULES

- Passengers are prohibited use, sale, or distribution of tobacco, alcohol, controlled substances, or drugs on the bus.
- Firearms and hazardous materials may not be brought on board Sage Stage buses.
- Drivers have the right to refuse service to individuals that are drunk/intoxicated under the influence, use profanity, or are unruly.
- Only qualified service animals are allowed on board.
- As required by law, children must use a safety seat that is provided by the rider and be accompanied by an adult.
- All passengers must use safety belts and remain seated until the bus comes to a full stop.

RESERVATIONS

- To make a reservation for any of our intercity routes, call our office at (530) 233-6410, Monday thru Friday, 8 am and 5 pm.
- Please make your reservation at least one day ahead to guarantee your trip. Provide your name, phone number, pick up and drop off locations.
- At least one confirmed reservation is required for the bus to run. We highly recommend that you call 24 hours in advance to reserve your seat. Passengers must provide their name, phone number, pick up and drop off locations.

INTERCITY FARES – One-Way

ROUTE	Zone	Discount	General
US 395	Alturas to Likely	\$5.00	\$8.00
	Alturas to Susanville	\$13.50	\$18.00
	Susanville to Reno	\$16.50	\$22.00
	Alturas to Reno	\$24.00	\$32.00
	Alturas to Klamath Falls	\$21.00	\$28.00
	Likely/Renoville to Reno	\$21.00	\$28.00
SR 299	Likely/Renoville to Susanville	\$11.00	\$15.00
	Klamath Falls to Reno	\$11.00	\$15.00
SR 299	Alturas to Burney	\$12.00	\$16.00
	Burney to Redding	\$9.00	\$12.00
	Alturas to Redding	\$19.50	\$26.00
	Canby to Redding	\$16.00	\$21.00
	Adin/Dieber to Redding	\$12.00	\$16.00
SR 139	Alturas to Canby	\$5.00	\$8.00
	Alturas to Klamath Falls	\$13.50	\$18.00
	Newell/Tulelake to Klamath Falls	\$4.50	\$6.00
Day Tripper Ticket	Same Day Round Trip	Includes two stops in destination city	
	Alturas to Klamath Falls	\$25.00	\$35.00
	Alturas to Redding	\$38.00	\$50.00
	Newell/Tulelake to Klamath Falls	\$9.00	\$12.00
	All Routes	Pick-up before or drop-off after scheduled route.	Same as Dial-A-Ride Fare

Fare Notes:

- No cash refunds on prepaid tickets.
- Credit or debit payments accepted at the office – in person or by phone, 1 hr prior to bus departure.
- Have exact fare ready upon boarding – cash or farecard. Drivers do not make change.



LOCAL BUS SCHEDULE

First Pick-up	Last Drop-off	Location
7:45 AM	5:45 PM	Zone 1
8:30 AM	4:30 PM	Zone 2
8:45 AM	4:05 PM	Zone 3

California Pines Arrival Times (Rider and Thru Only)

Morning Trip	Mid Day Trip	Last Trip
9:30 AM	1:05 PM	4:05 PM

- Subscription service is available for recurring trips to/from work, school or other routine destinations.
- Buses do not travel on driveways or inaccessible gravel/dirt roads.

LOCAL BUS FARES

Range	Zone	General
0.0 – 2.0 miles	1 – Within City of Alturas	\$1.00
2.1 – 5.0 miles	2 – To Modoc Estates	\$2.00
5.1 – 10.0 miles	3 – To California Pines	\$3.00

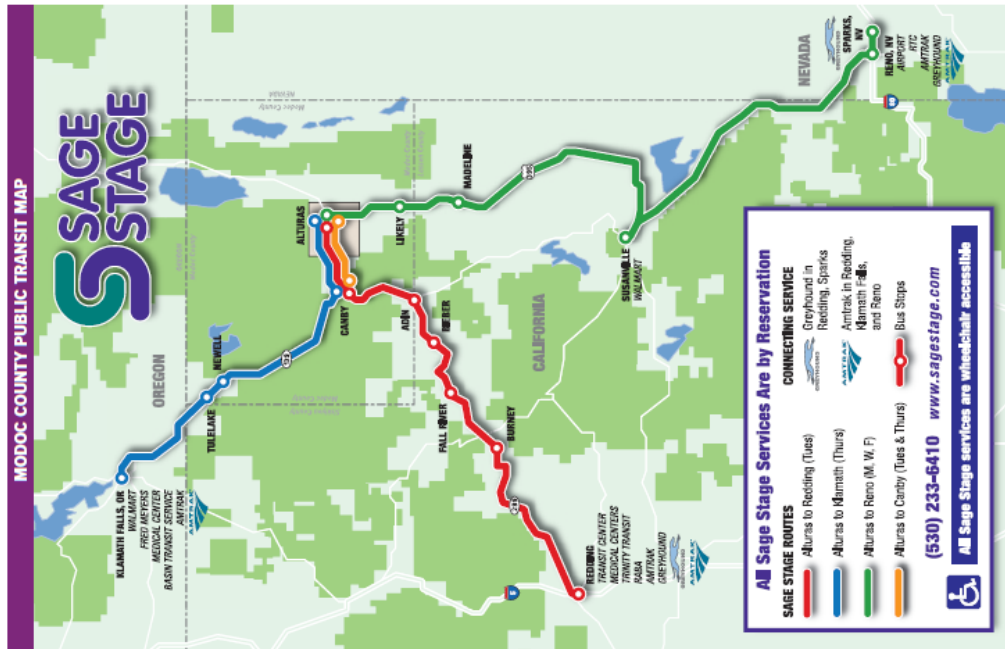
LOCAL BUS RESERVATIONS

Advance Reservations (530) 233-6410
Same Day Reservations/Cancellations (530) 233-3883

You can use the local bus to connect to Intercity Routes. We'll pick you up at your home and take you directly to the bus stop. Local bus fare applies in addition to the Intercity Route fee.

LOCAL BUS MONDAY THROUGH FRIDAY

- The local bus is outside, shared transportation within 10 miles of Alturas. It is available by advance reservation or on-demand. Passengers must provide their name, phone number, pick up and drop off locations.
- To make an advance reservation, call (530) 233-6410 on weekdays from 8:00 AM to 5:00 PM. Reservations can be made up to 14 days in advance.
- To schedule or cancel a same-day trip, call the driver directly at (530) 233-3883. Provide your name, phone number, pick up and drop off locations. Leave a message if there is no answer.
- If you will not be making a trip, please cancel at least one hour in advance. Otherwise you may be required to pay the fare.
- Please be ready to board when the bus arrives.
- Always allow extra time. The bus may arrive up to 15 minutes before or after scheduled time. Routes and travel times vary by rider demand, weather and road conditions.
- Travel is scheduled on a first-come, first-served basis. Priority is given to passengers with pre-scheduled appointments when scheduled at least one day in advance.



ALBION to RENO, NV, OREGON, MEDFORD, and FRESH MEADOWS		
Service between Albion, Medford, and Reno, NV		
	AM	PM
ALBION		
(Call to arrange pickup - extra fare required)		
RENO		
Amtrak	8:00	1:45
Hailglide Jct		
SUSANVILLE		
General Store (2360 Hwy. 395)	8:20	1:45
* LBB Bus Shelter on Riverside Dr. (near Walmart)		
MADONIA		
Old Chevron (50 Hwy. 395)	8:35	2:30
* LBB Bus Shelter on Riverside Dr. (near Walmart)		
LIKELY		
General Store (2360 Hwy. 395)	9:45	4:55
* LBB Bus Shelter on Riverside Dr. (near Walmart)		
DOCK		
Old Chevron (50 Hwy. 395)	10:20	5:10
* LBB Bus Shelter on Riverside Dr. (near Walmart)		
ALBION		
Amtrak	11:00	5:30
Hailglide Jct		
RENO		
Drop-offs City of Reno/Sparks (Greyhound, Amtrak, Airport and major medical facilities)	11:45	5:35

ALBION to REDDING (THURSDAY)		
Service between Albion, Redding, Burnley and Redding		
	AM	PM
ALBION		
(Call to arrange pickup - extra fare required)		
REDDING		
Main entrance		
REDDING		
RABA Station	8:00	1:15
* Rite Aid (5th and N. Main)		
CANBY		
Clinic/Cherion (670 Co. Rd. 83)	8:20	1:30
* McDonalds (3744 Enterprise Dr.)		
BURNLEY		
Mini Mart (43202 Hwy. 299 E)	8:40	2:30
* McDonalds (3744 Enterprise Dr.)		
ADIN		
Adin Supply (104 Main St.)	8:55	2:35
* Rite Aid (5th and N. Main)		
BIEBER		
St. 299 and Water Street	9:20	3:20
* Rite Aid (5th and N. Main)		
FALL RIVER MILLS		
Mini Mart (43202 Hwy. 299 E)	9:40	4:00
* McDonalds (3744 Enterprise Dr.)		
BURNLEY		
Mini Mart (43202 Hwy. 299 E)	11:00	4:20
* McDonalds (3744 Enterprise Dr.)		
REDDING		
Mt. Shasta Mall (Main Entrance)	11:15	
RABA Station		

INTERCITY FARES - For a complete fare chart see other side.		
	Discount **	WHO QUALIFIES FOR DISCOUNT FARE*
Albion to Likely	\$5.00	General
Albion to Susanville	\$18.00	Children (0 to 12 years) accompanied by a fare-paying adult.
Susanville to Reno	\$22.00	Senior (60 years or older) with picture ID.
Albion to Reno	\$32.00	Disabled persons meeting ADA criteria with approved application for discount and a picture ID.
Albion to Redding	\$36.00	
Albion to Carby	\$5.00	
Albion to Klamath Falls	\$18.00	

** Discount for seniors and disabled persons.

ALBION to Klamath Falls, OR (THURSDAY)		
Service between Albion, Tulelake and Klamath Falls, OR		
	AM	PM
ALBION		
(Call to arrange pickup - extra fare required)		
Klamath Falls - DEPART		
Klamath Point to Medford (445 Spring St.)		1:30
ALBION		
* Rite Aid (5th and N. Main)	8:00	1:45
Walmart (3600 Washburn Way)		
CANBY		
Clinic/Cherion (670 Co. Rd. 83)	8:20	2:20
* Rite Aid (5th and N. Main)		
TULELAKE		
Market (203 Fourth Ave.)	9:10	2:25
* Rite Aid (5th and N. Main)		
NEWELL		
Market (203 Fourth Ave.)	9:20	2:30
* Rite Aid (5th and N. Main)		
CANBY		
Clinic/Cherion (670 Co. Rd. 83)	9:25	2:35
* Rite Aid (5th and N. Main)		
ALBION		
Klamath Point to Medford (445 Spring St.)	9:50	2:45

ALBION to CANBY (TUES & THURSDAY)		
Service between Albion and Canby		
	AM/PM	AM/PM
TUESDAY SERVICE		
ALBION		
(Call to arrange pickup - extra fare required)		
ALBION		
Main entrance		
ALBION		
* Rite Aid (5th and N. Main)	8:00	8:00
CANBY		
Clinic/Cherion (670 Co. Rd. 83)	8:20	8:20
* Rite Aid (5th and N. Main)		
CANBY		
Clinic/Cherion (670 Co. Rd. 83)	12:50	12:50
* Rite Aid (5th and N. Main)		
ALBION		
* Rite Aid (5th and N. Main)	1:45	1:45

Albion to Canby Tuesday and Thursday service is by advance reservations only.

- INTERCITY ROUTES & SCHEDULES**
- Sage Stage operates by reservation. Please call our office at least one day in advance to reserve your trip.
 - Same day reservations and walk-on passengers are accepted when possible. However, reservations are recommended as the bus will not run unless there is at least one confirmed reservation.
 - At these three stops (Albion, Susanville, Medford, and Burnley, McDonalds) walk-on passengers are accepted on a space available basis. All other transit stops are served by reservation only.
 - If you have a reservation and will not be making the trip, please cancel at least 24 hours in advance.
 - Please be at the stop by the scheduled time, as buses must depart as scheduled and cannot wait for you.
 - On the schedules, AM times are shown in regular type, PM times are shown in bold.
 - Fares are detailed on the other side of this guide.
 - Children under 12 years of age must be accompanied by an adult.

Sage Stage Office: (530) 233-6410 www.SageStage.com

Exhibit F
SUCCESSFUL OFFEROR's PROPOSAL

FIRST TRANSIT, INC. Pricing Sheet - Fiscal Year 2024-2025					
	Rates	Basis	Line Item Cost per Month	Cost per Month	Annual Cost
DIRECT LABOR					
Payroll					
1 FT Drivers	\$ 21.89 X	1,936.32	hours = \$ 3,532.17		
2 FT Drivers	\$ 21.00 X	1,936.33	hours = \$ 6,777.16		
1 PT Drivers	\$ 17.33 X	1,570.07	hours = \$ 2,267.44	\$ 12,576.77	
Employer Payroll Taxes					
OASDI	rate (%) 6.200% X	\$150,921.24	payroll costs = \$ 779.76		
Medicare	rate (%) 1.450% X	\$150,921.24	payroll costs = \$ 182.36		
SUI	rate (%) 1.628% X	\$150,921.24	max. & payroll costs = \$ 204.75		
FUI	rate (%) 0.399% X	\$150,921.24	max. & payroll costs = \$ 50.18		
Other _____	rate (%)		Total	\$ 1,217.05	
Employee Benefits & Insurance					
Holidays	basis \$ 20.31 X	288	hours for 9 holidays = \$ 487.44		
Paid Time Off	rate \$ 21.24 X	320	hours of vacation = \$ 566.40		
Health Insurance:	\$ 712.83 X	4	FT employee = \$ 2,851.32		
Workers Compensation	rate 8.857% X	\$150,921.24	payroll costs = \$ 1,113.92		
INSURANCE				\$ 5,019.08	\$ 225,754.80
Vehicle Insurance					
- per Vehicle	rate \$ 91.77 X	5	Vehicles \$ 458.85		
- per Mile	rate \$ 0.2936 X	125,000	Annual miles \$ 3,057.81		
- Safety Bonus ¹	#drivers \$ 200.00 X	4	Qualifying Drivers \$ 66.67		
Liability Insurance	\$ 141.02 X	12	Months \$ 141.02		
MGMT FEE				\$ 3,724.35	\$ 44,692.20
Expert Assistance / System Planning ²					
Staff Training	(new & on-going) \$ 2,795.96 X	12	Months \$ 2,795.96		
Annual Inspection(s)	(vehicles & terminal) \$ 943.01 X	12	Months \$ 943.01		
Compliance Requirements	(DMV pull, MIS, etc) X		Months		
Annual Reports & Certs	(perform, DBE, MIS, etc) X		Months		
Other: Perf. Bond, Recruiting, Bkgnd Checks, Misc. Admin.	\$ 481.32 X	12	Months \$ 481.32		
PROFIT				\$ 4,220.29	\$ 50,643.48
				\$ 1,114.90	\$ 13,378.80
Total Estimated Costs					
				\$ 27,872.44	\$ 334,469.28
Annual cost					
Note 1: Safety Bonus is contractor-paid (included within insurance costs). Currently, all drivers earn \$200 Less Taxes per year without chargeable incidents. Note 2: Expert Assistance / System Planning = Designated point(s) of contact available for technical assistance, system planning, compliance monitoring & reporting.					

FIRST TRANSIT, INC.						
Pricing Sheet - Fiscal Year 2025-2026						
	Rates	Basis	Line Item Cost per Month	Cost per Month	Annual Cost	
DIRECT LABOR						
Payroll						
1 FT Drivers	\$ 22.98 X	1,936.40	hours = \$ 3,708.21			
2 FT Drivers	\$ 22.05 X	1,936.40	hours = \$ 7,116.27			
1 PT Drivers	\$ 18.20 X	1,569.72	hours = \$ 2,380.74	\$ 13,205.22		
Employer Payroll Taxes						
OASDI	rate (%) 6.200% X	\$158,462.64	payroll costs = \$ 818.72			
Medicare	rate (%) 1.450% X	\$158,462.64	payroll costs = \$ 191.48			
SUI	rate (%) 1.583% X	\$158,462.64	max. & payroll costs = \$ 209.04			
FUI	rate (%) 0.393% X	\$158,462.64	max. & payroll costs = \$ 51.90			
Other _____	rate (%)		Total	\$ 1,271.14		
Employee Benefits & Insurance						
Holidays	basis \$ 21.32 X	288	hours for 9 holidays = \$ 511.68			
Paid Time Off	rate \$ 22.88 X	320	hours of vacation = \$ 610.13			
Health Insurance:	\$ 758.49 X	4	FT employee = \$ 3,033.96			
Workers Compensation	rate 8.600% X	\$158,462.64	payroll costs = \$ 1,135.65	\$ 5,291.42	\$ 237,213.36	
INSURANCE						
Vehicle Insurance	rate \$ 94.98 X	5	Vehicles \$ 474.90			
- per Vehicle	rate \$ 0.3066 X	125,000	Annual miles \$ 3,193.85			
- Safety Bonus ¹	#drivers \$ 200.00 X	4	Qualifying Drivers \$ 66.67			
Liability Insurance	\$ 149.89 X	12	Months \$ 149.89	\$ 3,885.31	\$ 46,623.72	
MGMT FEE						
Expert Assistance / System Planning ²	\$ 2,899.79 X	12	Months \$ 2,899.79			
Staff Training (new & on-going)	\$ 970.75 X	12	Months \$ 970.75			
Annual Inspection(s) (vehicles & terminal)	X		Months			
Compliance Requirements (DMV pull, MIS, etc)	X		Months			
Annual Reports & Certs (perform, DBE, MIS, etc)	X		Months			
Other: Perf. Bond, Recruiting, Bkgnd Checks, Misc. Admin.	\$ 495.42 X	12	Months \$ 495.42	\$ 4,365.96	\$ 52,391.52	
PROFIT	\$ 1,167.47 X	12	Months \$ 1,167.47	\$ 1,167.47	\$ 14,009.64	
Total Estimated Costs				\$ 29,186.52	\$ 350,238.24	
Cost per month					Annual cost	
Note 1: Safety Bonus is contractor-paid (included within insurance costs). Currently, all drivers earn \$200 Less Taxes per year without chargeable incidents. Note 2: Expert Assistance / System Planning = Designated point(s) of contact available for technical assistance, system planning, compliance monitoring & reporting.						

FIRST TRANSIT, INC. Pricing Sheet - Fiscal Year 2026-2027						
	Rates	Basis	Line Item Cost per Month	Cost per Month	Annual Cost	
DIRECT LABOR						
Payroll						
1 FT Drivers	\$ 24.13 X	1,936.38	hours = \$ 3,893.74			
2 FT Drivers	\$ 23.15 X	1,936.39	hours = \$ 7,471.24			
1 PT Drivers	\$ 19.11 X	1,569.62	hours = \$ 2,499.62			
				\$ 13,864.60		
Employer Payroll Taxes						
OASDI	rate (%) 6.200% X	\$166,375.20	payroll costs = \$ 859.61			
Medicare	rate (%) 1.450% X	\$166,375.20	payroll costs = \$ 201.04			
SUI	rate (%) 1.542% X	\$166,375.20	max. & payroll costs = \$ 213.79			
FUI	rate (%) 0.388% X	\$166,375.20	max. & payroll costs = \$ 53.79			
Other _____	rate (%)		Total	\$ 1,328.23		
Employee Benefits & Insurance						
Holidays	basis \$ 22.39 X	288	hours for 9 holidays = \$ 537.36			
Paid Time Off	rate \$ 23.95 X	320	hours of vacation = \$ 638.67			
Health Insurance:	\$ 807.20 X	4	FT employee = \$ 3,228.80			
Workers Compensation	rate 8.479% X	\$166,375.20	payroll costs = \$ 1,175.58			
				\$ 5,580.41	\$ 249,278.88	
INSURANCE						
Vehicle Insurance						
- per Vehicle	rate \$ 98.30 X	5	Vehicles \$ 491.50			
- per Mile	rate \$ 0.3203 X	125,000	Annual miles \$ 3,336.46			
- Safety Bonus ¹	#drivers \$ 200.00 X	4	Qualifying Drivers \$ 66.67			
Liability Insurance	\$ 159.29 X	12	Months \$ 159.29			
				\$ 4,053.92	\$ 48,647.04	
MGMT FEE						
Expert Assistance / System Planning ²	\$ 3,008.06 X	12	Months \$ 3,008.06			
Staff Training (new & on-going)	\$ 1,000.52 X	12	Months \$ 1,000.52			
Annual Inspection(s) (vehicles & terminal)	X		Months			
Compliance Requirements (DMV pull, MIS, etc)	X		Months			
Annual Reports & Certs (perform, DBE, MIS, etc)	X		Months			
Other: Perf. Bond, Recruiting, Bkgnd Checks, Misc. Admin.	\$ 509.96 X	12	Months \$ 509.96			
				\$ 4,518.54	\$ 54,222.48	
PROFIT	\$ 1,222.73 X	12	Months \$ 1,222.73	\$ 1,222.73	\$ 14,672.76	
			Total Estimated Costs	\$ 30,568.43	\$ 366,821.16	
				Cost per month	Annual cost	
Note 1: Safety Bonus is contractor-paid (included within insurance costs). Currently, all drivers earn \$200 Less Taxes per year without chargeable incidents. Note 2: Expert Assistance / System Planning = Designated point(s) of contact available for technical assistance, system planning, compliance monitoring & reporting.						

FIRST TRANSIT, INC. Pricing Sheet - Fiscal Year 2027-2028						
	Rates	Basis	Line Item Cost per Month	Cost per Month	Annual Cost	
DIRECT LABOR						
Payroll						
1 FT Drivers	\$ 25.34 X	1,936.39	hours = \$ 4,089.01			
2 FT Drivers	\$ 24.31 X	1,936.40	hours = \$ 7,845.65			
1 PT Drivers	\$ 20.07 X	1,569.45	hours = \$ 2,624.91			
				\$ 14,559.57		
Employer Payroll Taxes						
OASDI	rate (%) 6.200% X	\$174,714.84	payroll costs = \$ 902.69			
Medicare	rate (%) 1.450% X	\$174,714.84	payroll costs = \$ 211.11			
SUI	rate (%) 1.501% X	\$174,714.84	max. & payroll costs = \$ 218.54			
FUI	rate (%) 0.382% X	\$174,714.84	max. & payroll costs = \$ 55.62			
Other _____	rate (%)		Total	\$ 1,387.96		
Employee Benefits & Insurance						
Holidays	basis \$ 23.51 X	288	hours for 9 holidays = \$ 564.24			
Paid Time Off	rate \$ 25.07 X	320	hours of vacation = \$ 668.53			
Health Insurance:	\$ 859.20 X	4	FT employee = \$ 3,436.80			
Workers Compensation	rate 8.359% X	\$174,714.84	payroll costs = \$ 1,217.03			
				\$ 5,886.60	\$ 262,009.56	
INSURANCE						
Vehicle Insurance	rate \$ 101.70 X	5	Vehicles \$ 508.50			
- per Vehicle	rate \$ 0.3292 X	125,000	Annual miles \$ 3,428.75			
- per Mile	#drivers \$ 200.00 X	4	Qualifying Drivers \$ 66.67			
- Safety Bonus ¹	\$ 168.67 X	12	Months \$ 168.67			
Liability Insurance				\$ 4,172.59	\$ 50,071.08	
MGMT FEE						
Expert Assistance / System Planning ²	\$ 3,118.93 X	12	Months \$ 3,118.93			
Staff Training	\$ 1,030.65 X	12	Months \$ 1,030.65			
(new & on-going)			Months			
Annual Inspection(s)	(vehicles & terminal)		Months			
Compliance Requirements	(DMV pull, MIS, etc)		Months			
Annual Reports & Certs	(perform, DBE, MIS, etc)		Months			
Other: Perf. Bond, Recruiting, Bkgrnd Checks, Misc. Admin.	\$ 524.87 X	12	Months \$ 524.87			
				\$ 4,674.45	\$ 56,093.40	
PROFIT	\$ 1,278.38 X	12	Months \$ 1,278.38	\$ 1,278.38	\$ 15,340.56	
Total Estimated Costs				\$ 31,959.55	\$ 383,514.60	
				Cost per month	Annual cost	
Note 1: Safety Bonus is contractor-paid (included within insurance costs). Currently, all drivers earn \$200 Less Taxes per year without chargeable incidents. Note 2: Expert Assistance / System Planning = Designated point(s) of contact available for technical assistance, system planning, compliance monitoring & reporting.						

FIRST TRANSIT, INC.					
Pricing Sheet - Fiscal Year 2028-2029					
	Rates	Basis	Line Item Cost per Month	Cost per Month	Annual Cost
DIRECT LABOR					
Payroll					
1 FT Drivers	\$ 26.61 X	1,936.22	hours = \$ 4,293.57		
2 FT Drivers	\$ 25.53 X	1,936.22	hours = \$ 8,238.62		
1 PT Drivers	\$ 21.07 X	1,569.81	hours = \$ 2,756.32		
				\$ 15,288.51	
Employer Payroll Taxes					
OASDI	rate (%) 6.200% X	\$183,462.12	payroll costs = \$ 947.89		
Medicare	rate (%) 1.450% X	\$183,462.12	payroll costs = \$ 221.68		
SUI	rate (%) 1.462% X	\$183,462.12	max. & payroll costs = \$ 223.52		
FUI	rate (%) 0.376% X	\$183,462.12	max. & payroll costs = \$ 57.48		
Other _____	rate (%)		Total	\$ 1,450.57	
Employee Benefits & Insurance					
Holidays	basis \$ 24.69 X	288	hours for 9 holidays = \$ 592.56		
Paid Time Off	rate \$ 26.25 X	320	hours of vacation = \$ 700.00		
Health Insurance:	\$ 914.69 X	4	FT employee = \$ 3,658.76		
Workers Compensation	rate 8.243% X	\$183,462.12	payroll costs = \$ 1,260.23	\$ 6,211.55	\$ 275,407.56
INSURANCE					
Vehicle Insurance	rate \$ 105.28 X	5	Vehicles \$ 526.40		
- per Vehicle	rate \$ 0.3442 X	125,000	Annual miles \$ 3,585.63		
- Safety Bonus ¹	#drivers \$ 200.00 X	4	Qualifying Drivers \$ 66.67		
Liability Insurance	\$ 179.24 X	12	Months \$ 179.24	\$ 4,357.94	\$ 52,295.28
MGMT FEE					
Expert Assistance / System Planning ²	\$ 3,236.05 X	12	Months \$ 3,236.05		
Staff Training	\$ 1,061.16 X	12	Months \$ 1,061.16		
Annual Inspection(s)	(vehicles & terminal) X		Months		
Compliance Requirements	(DMV pull, MIS, etc) X		Months		
Annual Reports & Certs	(perform, DBE, MIS, etc) X		Months		
Other: Perf. Bond, Recruiting, Bkgrnd Checks, Misc. Admin.	\$ 540.35 X	12	Months \$ 540.35	\$ 4,837.56	\$ 58,050.72
	\$ 1,339.42 X	12	Months \$ 1,339.42	\$ 1,339.42	\$ 16,073.04
PROFIT					
Total Estimated Costs				\$ 33,485.55	\$ 401,826.60
				Cost per month	Annual cost

Note 1: Safety Bonus is contractor-paid (included within insurance costs). Currently, all drivers earn \$200 Less Taxes per year without chargeable incidents.

Note 2: Expert Assistance / System Planning = Designated point(s) of contact available for technical assistance, system planning, compliance monitoring & reporting.

FIRST TRANSIT, INC.						
Pricing Sheet - Fiscal Year 2029-2030						
	Rates	Basis	Line Item Cost per Month	Cost per Month	Annual Cost	
DIRECT LABOR						
Payroll						
1 FT Drivers	\$ 27.94 X	1,936.08	hours = \$ 4,507.84			
2 FT Drivers	\$ 26.81 X	1,936.08	hours = \$ 8,651.05			
1 PT Drivers	\$ 22.12 X	1,570.07	hours = \$ 2,894.16			
				\$ 16,053.05		
Employer Payroll Taxes						
OASDI	rate (%) 6.200% X	\$192,636.60	payroll costs = \$ 995.29			
Medicare	rate (%) 1.450% X	\$192,636.60	payroll costs = \$ 232.77			
SUI	rate (%) 1.426% X	\$192,636.60	max. & payroll costs = \$ 228.92			
FUI	rate (%) 0.371% X	\$192,636.60	max. & payroll costs = \$ 59.56			
Other _____	rate (%)		Total	\$ 1,516.54		
Employee Benefits & Insurance						
Holidays	basis \$ 25.92 X	288	hours for 9 holidays = \$ 622.08			
Paid Time Off	rate \$ 27.48 X	320	hours of vacation = \$ 732.80			
Health Insurance:	\$ 973.89 X	4	FT employee = \$ 3,895.56			
Workers Compensation	rate 8.130% X	\$192,636.60	payroll costs = \$ 1,305.11			
				\$ 6,555.55	\$ 289,501.68	
INSURANCE						
Vehicle Insurance	rate \$ 108.91 X	5	Vehicles \$ 544.55			
- per Vehicle	rate \$ 0.3512 X	125,000	Annual miles \$ 3,658.75			
- per Mile	#drivers \$ 200.00 X	4	Qualifying Drivers \$ 66.67			
- Safety Bonus ¹	\$ 189.45 X	12	Months \$ 189.45			
Liability Insurance				\$ 4,459.42	\$ 53,513.04	
MGMT FEE						
Expert Assistance / System Planning ²	\$ 3,354.34 X	12	Months \$ 3,354.34			
Staff Training (new & on-going)	\$ 1,093.91 X	12	Months \$ 1,093.91			
Annual Inspection(s) (vehicles & terminal)	X		Months			
Compliance Requirements (DMV pull, MIS, etc)	X		Months			
Annual Reports & Certs (perform, DBE, MIS, etc)	X		Months			
Other: Perf. Bond, Recruiting, Bkgrnd Checks, Misc. Admin.	\$ 556.16 X	12	Months \$ 556.16			
				\$ 5,004.41	\$ 60,052.92	
PROFIT	\$ 1,399.54 X	12	Months \$ 1,399.54	\$ 1,399.54	\$ 16,794.48	
Total Estimated Costs				\$ 34,988.51	\$ 419,862.12	
Annual cost				Cost per month	Annual cost	
Note 1: Safety Bonus is contractor-paid (included within insurance costs). Currently, all drivers earn \$200 Less Taxes per year without chargeable incidents. Note 2: Expert Assistance / System Planning = Designated point(s) of contact available for technical assistance, system planning, compliance monitoring & reporting.						

FIRST TRANSIT, INC. Pricing Sheet - Fiscal Year 2030-2031						
	Rates	Basis	Line Item Cost per Month	Cost per Month	Annual Cost	
DIRECT LABOR						
Payroll						
1 FT Drivers	\$ 29.34 X	1,936.11	hours =	\$ 4,733.79		
2 FT Drivers	\$ 28.15 X	1,936.12	hours =	\$ 9,083.63		
1 PT Drivers	\$ 23.23 X	1,569.86	hours =	\$ 3,038.99		
				\$ 16,856.41		
Employer Payroll Taxes						
OASDI	rate (%) 6.200% X	\$202,276.92	payroll costs =	\$ 1,045.10		
Medicare	rate (%) 1.450% X	\$202,276.92	payroll costs =	\$ 244.42		
SUI	rate (%) 1.390% X	\$202,276.92	max. & payroll costs =	\$ 234.30		
FUI	rate (%) 0.366% X	\$202,276.92	max. & payroll costs =	\$ 61.69		
Other _____	rate (%)		Total	\$ 1,585.51		
Employee Benefits & Insurance						
Holidays	basis \$ 27.22 X	288	hours for 9 holidays =	\$ 653.28		
Paid Time Off	rate \$ 28.78 X	320	hours of vacation =	\$ 767.47		
Health Insurance:	\$ 1,037.09 X	4	FT employee =	\$ 4,148.36		
Workers Compensation	rate 8.020% X	\$202,276.92	payroll costs =	\$ 1,351.88		
				\$ 6,920.99	\$ 304,354.92	
INSURANCE						
Vehicle Insurance						
- per Vehicle	rate \$ 112.78 X	5	Vehicles	\$ 563.90		
- per Mile	rate \$ 0.3678 X	125,000	Annual miles	\$ 3,831.25		
- Safety Bonus ¹	#drivers \$ 200.00 X	4	Qualifying Drivers	\$ 66.67		
Liability Insurance	\$ 201.32 X	12	Months	\$ 201.32		
				\$ 4,663.14	\$ 55,957.68	
MGMT FEE						
Expert Assistance / System Planning ²	\$ 3,482.95 X	12	Months	\$ 3,482.95		
Staff Training	(new & on-going) \$ 1,127.06 X	12	Months	\$ 1,127.06		
Annual Inspection(s)	(vehicles & terminal)		Months			
Compliance Requirements	(DMV pull, MIS, etc)		Months			
Annual Reports & Certs	(perform, DBE, MIS, etc)		Months			
Other: <u>Perf. Bond</u> , <u>Recruiting</u> , <u>Bkgnd Checks</u> , <u>Misc. Admin.</u>	\$ 572.63 X	12	Months	\$ 572.63		
				\$ 5,182.64	\$ 62,191.68	
PROFIT	\$ 1,467.02 X	12	Months	\$ 1,467.02	\$ 17,604.24	
				\$ 1,467.02	\$ 17,604.24	
Total Estimated Costs				\$ 36,675.71	\$ 440,108.52	
				Cost per month	Annual cost	
Note 1: Safety Bonus is contractor-paid (included within insurance costs). Currently, all drivers earn \$200 Less Taxes per year without chargeable incidents. Note 2: Expert Assistance / System Planning = Designated point(s) of contact available for technical assistance, system planning, compliance monitoring & reporting.						

MODOC TRANSPORTATION AGENCY
RESOLUTION No. 24-01
Fiscal Year (FY) 2024/25 Budget

WHEREAS, the Modoc Transportation Agency (MTA) is responsible for adopting an annual Budget each fiscal year (FY) that identifies anticipated revenues and expenditures; and

WHEREAS, the MCTC apportioned the FY 24/25 Transportation Development Act (TDA) funds on April 2, 2024, in the Findings of Apportionment and MCTC Resolution 24-03 LTF And STAF Allocation Instructions to claimants MCTC planning & administration, the Modoc Transportation Agency/Transit Operations, the Modoc County Road Department and the City of Alturas; and

WHEREAS, the MTA FY 2024/25 Budget, as shown in Attachment A, includes revenues from TDA, Federal Transit Assistance, Federal CARES, Lassen County Transportation Commission, Sub-Leases/Rents, fare revenue, and grant sources identified in Resolution 23-03 Authorized Signatories for Plans and Programs; and

WHEREAS, the MTA FY 2024/25 Budget, as shown in Attachment A, identifies estimated expenditures to administer the revenue from the Agency grants and programs; and

WHEREAS, the MTA authorizes the Executive Director or Chairman to modify line item amounts within the budget for daily operations so long as the overall revenues and expenditures are in accordance with amounts shown in Attachment A, and with a subsequent approval by MTA.

NOW, THEREFORE, BE IT RESOLVED that the Modoc Transportation Agency hereby adopts this FY 2024/25 Budget (\$912,016)

PASSED AND ADOPTED this 2nd day of April, 2024 by the following vote:

AYES: Board Members:

NOES:

ABSENT: Board Members:

ATTEST:

John Dederick, Chairman

Debbie Pedersen, Executive Director

Modoc Transportation Agency
FY 2024/25 Budget
24-01 - Attachment A

Adopted 04/02/24 (24-01)		
<u>REVENUES</u>	Operating	Capital Improvement Program
Facility Sub-Lease - AP Tech Drug & Alcohol	\$ 22,650	
LTF - Sales Tax Revenue Estimate - (FY 23/24)	\$ 40,600	
STAF - Estimate FY (23/24)	\$ 110,767	
State of Good Repair - Reserve (23/24)	\$ 3,246	\$ 12,143
LCTOP Swap w/Tehama (24/25)		\$ 24,931
Capital Reserve Transfer		
Local Gov Collaborative - LTSA Reno Route	\$ 30,000	
FTA 5311 Operating Assistance (23/24 Grant)	\$ 87,730	
CARES 5311 Round 2	\$ 151,919	
CARES 5311 ARPA	\$ 74,518	
FTA 5311(f) Intercity Routes (23/24 Grant)	\$ 96,651	
FTA 5311(f) CARES ARPA	\$ 208,861	
Farebox	\$ 48,000	
Total Revenues	\$ 874,942	\$ 37,074
	\$ 912,016	
<u>EXPENSES</u>		
Fuel	\$ 48,000	
Insurance (Building & Liability)	\$ 8,000	
Legal Notices	\$ 1,000	
Marketing / Public Information	\$ 16,000	
Professional / Specialized		
Accounting / Auditor Services	\$ 55,000	
IT Service & Support (<i>IT Monthly</i>)	\$ 12,000	
Legal Services	\$ 5,000	
Miscellaneous Services	\$ 5,000	
New bus - T-23	\$ 155,750	
Purchased Transportation	\$ 334,469	
Supplies Consumed		
Office Supplies	\$ 8,000	
Vehicle & Shop Supplies	\$ 8,000	
Salaries / Labor	\$ 130,000	
Travel / Staff Training / Memberships	\$ 3,598	
Uniforms	\$ 500	
Utilities	\$ 30,000	
Vehicle Maintenance & Repair	\$ 48,000	
<u>CAPITAL & RESERVE</u>		
Transit Property & Vehicle - Reserve		\$ 37,074
Building Improvements - Reserve	\$ 6,625	
Total Expenses	\$ 874,942	\$ 37,074
	\$ 912,016	

Report to Modoc Transportation Agency Board Members	
Subject Staff Updates and Calendar of Events	Meeting Date April 2, 2024
Presented by MTA Staff	Agenda Item 6

a. Staff Updates

- A new part time driver is scheduled to begin training March 29, 2024, pending successful hire.

b. Calendar of Events – MTA Meetings

- June 4, 2024
- August 6, 2024 (annual barbeque)

Sage Stage Holiday Schedule (No Bus Service)

- May 29, 2024, Memorial Day
- July 4, 2024, Independence Day